



Forward Thinking Energy



September 17, 2013

**Jay L. Kooper**  
 Director of Regulatory Affairs  
 Energy Marketing

NHPUC 18SEP'13AM11:05

VIA OVERNIGHT MAIL

The Honorable Debra A. Howland  
 Executive Director and Secretary  
 New Hampshire Public Utilities Commission  
 21 South Fruit Street, Suite 10  
 Concord, NH 03301-2429

RE: Hess Energy Marketing, LLC –  
 Application For Initial Registration as a  
 Competitive Electric Power Supplier

Dear Secretary Howland:

Pursuant to Parts Puc 2003 and 2006 of the New Hampshire Code of Administrative Rules, enclosed please find an original, two hard copies and an electronic copy of Hess Energy Marketing, LLC's ("HEM") application for initial registration as a Competitive Electric Power Supplier in the State of New Hampshire. Also enclosed is the filing fee of \$500.

In Order to assist in our record keeping, please date stamp the additional copy of this package and return it to me in the enclosed self-addressed stamped envelope provided for that purpose. Should you have any questions or concerns, please do not hesitate to contact me at (732) 750-7048.

Sincerely,

*Jay L. Kooper / K.W.*  
 Jay L. Kooper

Director of Regulatory Affairs

Enclosures

cc: Hon. Meredith A. Hatfield (New Hampshire Office of Consumer Advocate)

**Hess Corporation**  
 1 Hess Plaza  
 Woodbridge, NJ 07095

Tel: 732.750.7048  
 Fax: 732.750.6670  
 jkooper@hess.com

**HESS ENERGY MARKETING, LLC --  
APPLICATION FOR INITIAL NEW HAMPSHIRE  
COMPETITIVE ELECTRIC POWER SUPPLIER REGISTRATION**

**Puc 2006.01 -- Form For Initial and Renewal Registration of  
Competitive Electric Power Suppliers**

(a) The registration application required by Puc 2003.01(a) and Puc 2003.02(b) shall include the following

1. The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state and, if available, its website address

*Hess Energy Marketing, LLC*

*www.hess.com* (*Corporate Website*)

*www.hessenergy.com* (*Hess Energy Marketing Website*)

2. The applicant's business address, telephone number, e-mail address and website address, as applicable;

*One Hess Plaza*

*Woodbridge, NJ 07095*

*Phone: (732) 750-6000*

*E-Mail: qcsteam@hess.com*

*www.hessenergy.com*

3. The applicant's place of incorporation, if anything other than an individual;

*The State of Delaware*

4. The names, titles, business addresses, telephone numbers and e-mail addresses of the applicant's principal officers;

*Please see Exhibit 1*

5. The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire:

- a. The name, business address and telephone number of the entity;
- b. A description of the business purpose of the entity; and
- c. A description of any agreements with any affiliated New Hampshire utility

*Please see Exhibit 2*

6. The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available;

***Customer Service Department Number: 1-800-437-7265 (HESS-AOK)***

7. The name, title, business address, telephone number and email address of the person responsible for responding to commission inquiries;

***Regulatory Contact:***

***Jay L. Kooper  
Director of Regulatory Affairs  
One Hess Plaza  
Woodbridge, NJ 07095  
Phone: (732) 750-7048  
Fax: (732) 750-6670  
E-Mail: jkoop@hess.com***

8. The name, title, business address, telephone number and e-mail address of the applicant's registered agent in New Hampshire for service of process;

***R. Carl Anderson  
Attorney and Registered Agent  
CT Corporation System  
c/o Sulloway and Hollis, P.L.L.C.  
9 Capitol Street  
P.O. Box 1256  
Concord, NH 03301  
Tel: (603) 224-2341  
E-Mail: randerson@sulloway.com***

9. A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire Secretary of State;

***Please see Exhibit 3.***

10. A listing of the utility franchise areas in which the applicant intends to operate. To the extent an applicant does not intend to provide service in the entire franchise area of a utility, this list shall delineate the cities and towns where the applicant intends to provide service;

*At this time, Hess Energy Marketing, LLC intends to provide electric supply service in the Public Service Company of New Hampshire, Granite State Electric Company, Unitil Energy Systems and New Hampshire Electric Cooperative service territories.*

11. A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility's tariff within which those customers are served;

*At this time, Hess Energy Marketing, LLC intends to provide electric supply service to medium-sized and large commercial and industrial customers in the following customer classes:*

*Public Service Co. of New Hampshire:*  
*Rate Schedule GV (Primary General Delivery Schedule)*  
*Rate Schedule LG (Large General Delivery Service)*

*Granite State Electric Company:*  
*Rate Schedule G-1*

*Unitil Energy Systems:*  
*Rate Schedule G-1 (Large General Service Schedule)*

*New Hampshire Electric Cooperative:*  
*Rate Code LB3 (Industrial Service)*

12. A listing of the states where the applicant currently conducts business relating to the sale of electricity;

*Hess Energy Marketing, LLC's parent company, Hess Corporation is a licensed retail electric supplier in the following states: New York, New Jersey, Pennsylvania, Delaware, Maryland, District of Columbia, Connecticut, Rhode Island, Massachusetts, New Hampshire, Maine and Ohio. Hess Energy Marketing, LLC does not currently conduct business relating to the sale of electricity but is in the process of applying for licenses in each of the above states.*

13. A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with state 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;

***Neither Hess Energy Marketing, LLC nor its parent company, Hess Corporation, has been subject, to their knowledge, to any customer complaints related to the sale of electricity in the states in which Hess is a licensed electric supplier during the most recent calendar year of 2012.***

14. A statement as to whether any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court;
- a. For partnerships, any of the general partners;
  - b. For corporations, any of the officers or directors; or
  - c. For limited liability companies, any of the managers or members

***Neither Hess Energy Marketing, LLC nor its corporate parent Hess Corporation, to their knowledge, have an officer or director that has ever been convicted of a felony that has not been annulled by a court.***

15. A statement as to whether the applicant or any of the applicant's principals:
- a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation; or
  - b. has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or
  - c. 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 including Hess Energy Marketing, LLC (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.*

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

*Please refer to the response to Question 15 above.*

17. For those applicants intending to telemarket, a statement that the applicant shall:
- a. Maintain a list of consumers who request being placed on a do-not-call list for purposes of telemarketing;
  - b. Obtain, no less than semi-annually, access to updated telephone preference service 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;

18. For those applicants that intend not to telemarket, a statement to that effect shall be provided;

*Hess Energy Marketing, LLC does not intend to telemarket to retail electric customers in New Hampshire. To the extent that HEM's plans change during the course of its upcoming licensing period then we shall immediately undertake all of the steps outlined in Question #17(a)-(c) set forth above.*

19. A sample of the bill form(s) that the applicant intends to use or a statement that the applicant intends to use the transmission/distribution company's billing service;

*Please see Exhibit 4 for a sample bill form.*

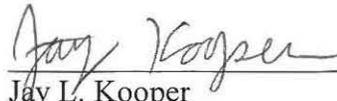
20. A copy of each contract to be used for residential and small commercial customers;

*Hess Energy Marketing, LLC does not intend to market electricity to residential or small commercial customers in New Hampshire.*

21. A statement certifying that the applicant has the authority to file the applications on behalf of the CEPS and that its contents are truthful, accurate and complete; and

*Please see Exhibit 5.*

22. The signature of the applicant or its representative

  
Jay L. Kooper  
Director of Regulatory Affairs  
Hess Energy Marketing, LLC

**Puc 2003.01 – Initial Registration of Competitive Electric Power Suppliers**

- (d) Each applicant shall provide the following in or with its application:
1. Demonstration of technical ability to provide for the efficient and reliable transfer of data and electronic information between regulated distribution companies and CEPS in the form of:
    - a. A statement from each electric distribution company with which the CEPS intends to do business indicated that the applicant has complied with the training and testing requirements for electronic data interchange; and
    - b. A statement from each electric distribution company with which the CEPS intends to do business indicating that the applicant has successfully demonstrated electronic transaction capability;

*Hess Energy Marketing, LLC's corporate parent, Hess Corporation, has employed EDI in its business operations since first entering retail electric markets in 1999. Hess' energy marketing department employs a substantial number of in-house electric operations, billing and IT staff who are knowledgeable and have substantial experience in EDI standards, requirements and certification processes. Hess currently conducts EDI with numerous local electric distribution companies throughout the state in which it operates as a competitive retail electric marketer. Hess Energy Marketing, LLC will be utilizing the same electric operations staff and resources as Hess Corporation.*

*Enclosed herein as Exhibit 6 are the certificates from each New Hampshire electric distribution company demonstrating that Hess has complied with the training and testing requirements for electronic data interchange and its demonstrated electronic transaction capability.*

2. Evidence, including but not limited to proof of membership in the New England Power Pool (NEPOOL) or any successor organization or documentation of a contractual sponsorship relationship with a NEPOOL member, that the CEPS is able to obtain supply in the New England energy market;

*Please see Exhibit 7.*

3. A \$500.00 registration fee;

*Fee enclosed*

4. Evidence of financial security, as defined in PUC 2003.03;

*Please see Exhibit 8 for a valid and binding surety bond in the amount of \$350,000 as evidence of Hess Energy Marketing, LLC's financial security in conformance with Puc 2003.03. The enclosed bond contains an expiration date not less than 5 years plus 150 days from the filing date of this application.*

## **EXHIBIT 1**

### **HESS ENERGY MARKETING, LLC PRINCIPAL OFFICERS**

**Christopher Baldwin**  
President  
Hess Energy Marketing, LLC  
One Hess Plaza  
Woodbridge, NJ 07095  
Phone: (732) 750-6360  
cbaldwin@hess.com

**John Schultz**  
Vice President  
Hess Energy Marketing, LLC  
One Hess Plaza  
Woodbridge, NJ 07095  
Phone: (732) 750-6197  
jschultz@hess.com

**Nicholas Brontas**  
Secretary  
Hess Energy Marketing, LLC  
One Hess Plaza  
Woodbridge, NJ 07095  
Phone: (732) 750-6000  
nbrontas@hess.com

**Stuart Steigerwald**  
Treasurer  
Hess Energy Marketing, LLC  
One Hess Plaza  
Woodbridge, NJ 07095  
Phone: (732) 750-6203  
ssteigerwald@hess.com

## EXHIBIT 2

### HESS CORPORATION AFFILIATE/SUBSIDIARY INFORMATION

1. Name and business of address of the entity:

**Hess Energy Marketing, LLC  
One Hess Plaza  
Woodbridge, NJ 07095**

2. Description of the business purpose of the entity:

**Hess Energy Marketing, LLC is a wholly-owned subsidiary of Hess Corporation, a leading energy provider in the Eastern United States and is also 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 electricity and natural gas to large commercial, industrial and institutional end-use customers.**

3. Regarding any agreements with any affiliated New Hampshire jurisdictional electric distribution company, a description of the nature of the agreement:

**Neither Hess Energy Marketing, LLC nor Hess Corporation are affiliated with any New Hampshire EDC.**

**EXHIBIT 3**

**HESS ENERGY MARKETING, LLC  
CERTIFICATE OF AUTHORITY TO CONDUCT BUSINESS  
NEW HAMPSHIRE SECRETARY OF STATE**

# State of New Hampshire

Filed  
Date Filed: 04/11/2013  
Business ID: 690305  
William M. Gardner  
Secretary of State

Filing fee: \$ 50.00  
Fee for Form SRA: \$ 50.00  
Total fees: \$100.00  
Use black print or type.

Form FLLC-1  
RSA 304-C:175

## APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS of the New Hampshire Limited Liability Company laws, the undersigned hereby applies for registration to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the limited liability company is HESS ENERGY MARKETING, LLC

SECOND: The name which it proposes to register and do business in New Hampshire is HESS ENERGY MARKETING, LLC

THIRD: It is formed under the laws of Delaware.

FOURTH: The date of its formation is March 20, 2013.

FIFTH: The nature of the business or purposes to be conducted or promoted in New Hampshire is The marketing of energy to commercial and industrial customers.

SIXTH: The name of its registered agent in New Hampshire is C T Corporation System

and the street address, town/city (including zip code and post office box, if any) of its registered office is (agent's business address in New Hampshire) 9 Capitol Street, Concord, NH 03301

SEVENTH: The sale or offer for sale of any ownership interests in this business will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B).

State of New Hampshire  
Form FLLC 1 - Application for Foreign Registration FLLC 6 Page(s)



T1310131041

APPLICATION FOR REGISTRATION AS A  
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1  
(Cont.)

\*Signature: \_\_\_\_\_

*Nicholas P. Brontas* Hess Corporation,  
Member

Print or type name: \_\_\_\_\_

Nicholas P. Brontas

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

Vice President and Secretary

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

March 27, 2013

Complete address of person signing: \_\_\_\_\_

Hess Corporation

1185 Avenue of the Americas

New York, NY 10036

To receive your ANNUAL REPORT REMINDER NOTICE by email, please enter your email address here:  
\_\_\_\_\_

\* Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fees, DATED AND SIGNED ORIGINAL AND FORM SRA to: Corporation Division, Department of State, 107 North Main Street, Concord NH 03301-4989. Physical location: 25 Capitol Street, 3<sup>rd</sup> Floor, Concord, NH 03301.

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HESS ENERGY MARKETING, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF MARCH, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

5306943 8300

130372333

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



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0320663

DATE: 03-28-13



HESS ENERGY TRADING COMPANY, LLC  
1185 Avenue of the Americas  
New York, New York 10036

---

April 5, 2013

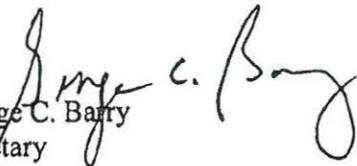
Corporate Division  
Department of State  
107 North Main Street  
Concord, NH 03301

Re: CONSENT TO USE OF NAME

Hess Energy Trading Company, LLC, a corporation organized under the laws of the State of Delaware, hereby consents to the organization of HESS ENERGY MARKETING, LLC in the State of New Hampshire.

IN WITNESS WHEREOF, the said limited liability company has caused this consent to be executed by its Secretary this 5<sup>th</sup> day of April 2013.

Sincerely,

  
George C. Barry  
Secretary

**HESS ENERGY NEW YORK CORPORATION**

One Hess Plaza  
Woodbridge, NJ 07095

April 5, 2013

Corporate Division  
Department of State  
107 North Main Street  
Concord, NH 03301

Re: CONSENT TO USE OF NAME

Hess Energy New York Corporation, a corporation organized under the laws of the State of Delaware, hereby consents to the organization of HESS ENERGY MARKETING, LLC in the State of New Hampshire.

IN WITNESS WHEREOF, the said limited liability company has caused this consent to be executed by its Secretary this 5<sup>th</sup> day of April 2013.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicholas P. Brontas". The signature is stylized and written in a cursive-like font.

Nicholas P. Brontas  
Secretary

**Form SRA – Addendum to Business Organization and Registration Forms  
Statement of Compliance with New Hampshire Securities Laws**

**Part I – Business Identification and Contact Information**

Business Name: HESS ENERGY MARKETING, LLC

Business Address (include city, state, zip): One Hess Plaza, Woodbridge, NJ 07095

Telephone Number: (732) 750-8000 E-mail: jasafu-adjaye@hess.com

Contact Person: Jacqueline Asafu-Adjaye

Contact Person Address (if different): 1185 Avenue of the Americas, New York, NY 10036

**Part II – Check ONE of the following items in Part II. If more than one item is checked, the form will be rejected. [PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. However, you must insure that your business meets all of the requirements spelled out in A), B), and C)]:**

1.  Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets ALL of the following three requirements:
  - A) This business has 10 or fewer owners; and
  - B) Advertising relating to the sale of ownership interests has not been circulated; and
  - C) Sales of ownership interests – if any – will be completed within 60 days of the formation of this business.
2.  This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed - \_\_\_\_\_
3.  This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation - \_\_\_\_\_
4.  This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

**Part III – Check ONE of the following items in Part III:**

1.  This business is not being formed in New Hampshire.
2.  This business is being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

**Part IV – Certification of Accuracy**

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

I (We) certify that the information provided in this form is true and complete. (Original signatures only)

Name (print):	<u>Hess Corporation Member</u> <u>George C. Barry</u>	Signature:	<u>[Signature]</u>
	<u>Vice President + Secretary</u>	Date signed:	<u>March 27, 2013</u>
Name (print):	_____	Signature:	_____
		Date signed:	_____
Name (print):	_____	Signature:	_____
		Date signed:	_____

**EXHIBIT 4**

**HESS ENERGY MARKETING, LLC  
SAMPLE BILL FORM**

[Logo Pending] Natural Gas - Electricity

BILLING ADDRESS

Company Name  
Attn: Accounts Payable  
100 West Front Street  
City, NH 00000-0000

CONTACT US

Phone: 1-800-437-7265      Hours (Sep - May)  
Fax: 1-866-239-5671      Mon - Fri 8am - 6pm  
Email: QCSTeam@hess.com      Hours (June - Aug)  
Web: www.hessenergy.com      Mon - Fri 8am - 5pm

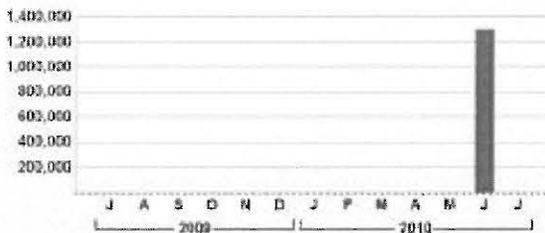
HESS MESSAGE CENTER

INVOICE INFORMATION

Invoice Number      ES00000000  
Invoice Date      07 / 08 / 2010  
Date Due      07 / 23 / 2010  
Payment Terms      Net 15 Days  
  
Payment Method      Check  
Hess Customer # to Reference in Call      500000 / 10000

USAGE CHART

BILLING SUMMARY



Current Charges      \$116,866.07  

---

Total Amount Due      \$116,866.07

----- Please tear at perforation and return with your payment -----

[Logo Pending] PAYMENT SLIP

Please make checks payable to Hess Corporation and reference invoice number with payment.

Invoice Number: ES00000000  
Company Name  
Attn: Accounts Payable  
100 West Front Street  
City, NH 00000-0000

Hess Customer #: 500000 / 10000  
Due Date: 07/23/2010  
Total Amount Due: \$116,866.07  
Amount Enclosed:

HESS Energy Marketing  
PO Box 905243  
Charlotte, NC 28290-5243

For Hess EM Use Only

## CONTACT US

Phone: 1-800-HESS-ADK (437-7265)      Hours (Sep – May)  
 Fax: 1-866-239-5671                              Mon – Fri 8am – 6pm  
 Email: CCSTeam@hess.com                    Hours (June – Aug)  
 Web: www.hessenergy.com                    Mon – Fri 8am – 5pm

## REMIT PAYMENT TO

Hess Energy Marketing  
 P.O. BOX 905243  
 CHARLOTTE, NC 28290-5243

## 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:** HEM 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.

## 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 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 unmet period and the next reading period.
- Therm** One hundred thousand (100,000) British thermal units (1 Therm = 100,000 Btu).

**IF YOU SUSPECT A NATURAL GAS LEAK OR SMELL, GAS DIAL 911 OR CONTACT YOUR LOCAL UTILITY DISTRIBUTION COMPANY**

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 and obtain energy information and insight at your own convenience. Listed below are a few of the benefits 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
- Exclusive access to Hess' expert traders and product specialists take on the market
- And more.

VISIT [WWW.HESSENERGY.COM](http://WWW.HESSENERGY.COM) TO GET STARTED TODAY.

[Logo Pending] Natural Gas · Electricity

## CONTACT US

**Phone:** 1-800-437-7265      **Hours (Sep - May)**  
**Fax:** 1-866-239-5671      Mon - Fri 8am - 6pm  
**Email:** QCSTeam@hess.com      **Hours (June - Aug)**  
**Web:** www.hessenergy.com      Mon - Fri 8am - 5pm

## BILLING DETAIL

Service Period from 06/01/2010 to 06/30/2010

		USAGE	UNITS	UNIT PRICE	AMOUNT	
<b>ShipTo:</b>	500000	Energy	715,796	KWh	\$0.066690	\$47,736.68
<b>Utility Name:</b>	Public Service of New Hampshire	Capacity	1,597.56	KW	\$5.870446	\$9,378.39
<b>Delivery Zone:</b>	Public Service of New Hampshire	Transmission	1,046.69	KW	\$2.279452	\$2,385.68
<b>Utility Acct #:</b>	PE0000000000000000	Adder	715,796	KWh	\$0.004900	\$3,507.06
<b>Service To:</b>	Service B 1 Company Way Town, NH00000-0000				<b>Total</b>	<b>\$53,008.01</b>

Total for Service Period: \$53,008.01

Service Period from 06/01/2010 to 06/30/2010

		USAGE	UNITS	UNIT PRICE	AMOUNT	
<b>ShipTo:</b>	500000	Energy	596,455	KWh	\$0.067222	\$40,094.85
<b>Utility Name:</b>	Public Service of New Hampshire	Capacity	1,384.57	KW	\$5.870444	\$8,128.04
<b>Delivery Zone:</b>	Public Service of New Hampshire	Transmission	1,190.12	KW	\$2.279451	\$2,712.82
<b>Utility Acct #:</b>	PE0000000000000000	Adder	596,455	KWh	\$0.004900	\$2,922.35
<b>Service To:</b>	1 Company Way Town, NH00000-0000				<b>Total</b>	<b>\$53,858.06</b>

Total for Service Period: \$53,858.06

**EXHIBIT 5**

**HESS ENERGY MARKETING, LLC  
CERTIFICATION**

**CERTIFICATION**

I, **Christopher Baldwin**, hereby certify that I am the **President** of the Applicant, Hess Energy Marketing, LLC, and have been authorized to file this application for registration as a competitive electric power supplier in New Hampshire.

I hereby certify that I have reviewed all of the statements contained in this 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 2<sup>nd</sup> day of May, 2013 at Woodbridge, New Jersey

Signature: 

NOTARIZATION: 

**JANET T FARAGASSO**  
Commission # 2430096  
Notary Public, State of New Jersey  
My Commission Expires  
**February 14, 2018**

**EXHIBIT 6**

**HESS ENERGY MARKETING, LLC  
NEW HAMPSHIRE EDC CERTIFICATIONS**

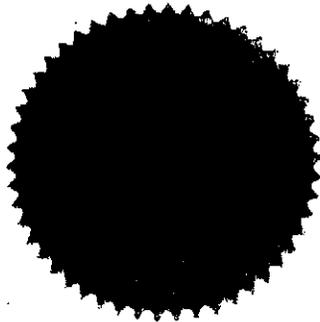
**Public Service of New Hampshire  
Certificate of Completion**

*is hereby granted to:*

**Hess Energy Marketing, LLC**

*to certify that they have completed to satisfaction*

**EDI Connectivity and Certification Testing**



*Granted: 09/06/13*

*Aaron Downing*

*Aaron Downing  
PSNH Supplier Services*

# CERTIFICATE OF COMPLETION

This is to certify that a Representative of

**Hess Energy Marketing, LLC**

has successfully completed the

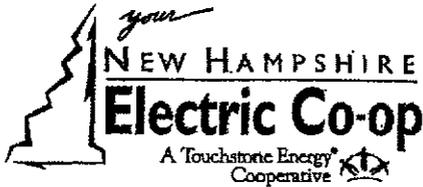
**EDI TESTING**

Given this *29th* Day of *August, 2013*

Unitil Fitchburg Gas & Electric - MA

---

Host Utility Coordinator



579 Tenney Mountain Highway  
Plymouth, NH 03264-3154  
www.nhec.coop  
603-536-1800 / 800-698-2007

## Test Acceptance Form

The undersigned agree that Hess Energy Marketing, LLC and the New Hampshire Electric Cooperative, Inc. ("NHEC") have successfully completed electronic interchange testing for the "DUAL" option on September 11, 2013.

Subject to finalization of any outstanding bilateral agreements between Hess Energy Marketing, LLC and NHEC and the fulfillment of all other registration requirements as directed by the New Hampshire Public Utility Commission, Hess Energy Marketing, LLC ("HEM") may submit customer enrollment transactions electronically to NHEC. NHEC will not be able to process any transactions until HEM has completed asset registration with ISO-NE and ISO-NE has set an implementation date for and established HEM load assets in NHEC's Metering Domains.

Competitive Supplier Company: **Hess Energy Marketing, LLC**

Competitive Supplier Business Contact Signature: *Mark Williams*

Date of Test Acceptance: 9/12/2013

Competitive Supplier Technical Contact Signature: *Jeanne Lange*

Date of Test Acceptance: 9/12/2013

Distribution Company: **New Hampshire Electric Cooperative Inc.**

Distribution Company Business Contact Signature: *A William Bayard*

Date of Test Acceptance: 9/11/2013

Distribution Company Technical Contact Signature: *Mark A. Patten*

Date of Test Acceptance: 9/11/2013

# nationalgrid

175 East Old Country Road, Hicksville, New York 11801

September 17, 2013

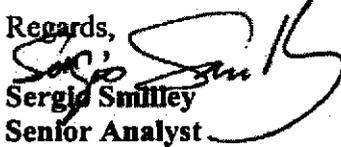
New Hampshire Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, NH 03301-2420

To Whom It May Concern:

This letter is in regard to **Hess Energy Marketing, LLC** an Energy Service Company (ESCO).

**Hess Energy Marketing, LLC** has successfully completed all necessary EDI requirements and technical specifications to conduct business with National Grid. **Hess Energy Marketing, LLC** has been authorized and can conduct business within the National Grid (Granite State Electric) New Hampshire region effective July 3, 2013. **Hess Energy Marketing, LLC** currently utilizes Energy Services Group, Inc. as their EDI provider.

Regards,

  
Sergio Smilley

Senior Analyst

Supplier Services/Customer Choice  
175 East Old Country Road  
East Bldg. Ground Floor  
Hicksville, NY 11801  
Off: 516-545-2468  
Fax: 516-545-3250

**EXHIBIT 7**

**HESS ENERGY MARKETING, LLC  
NEPOOL MEMBERSHIP DOCUMENTATION**

August 1, 2013

**Via eTariff Filing**

The Honorable Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

Re: New England Power Pool - FERC Docket No. ER13-\_\_\_\_\_ -000  
NEPOOL Member Applications and Termination of NEPOOL Memberships

Dear Secretary Bose:

The New England Power Pool (“NEPOOL”) Participants Committee<sup>1</sup> hereby submits this transmittal letter electronically along with counterpart signature pages of the New England Power Pool Agreement, dated as of September 1, 1971, as amended (“Second Restated NEPOOL Agreement”) executed by the following Entities:

- Clear Choice Energy, LLC (“Clear Choice”)
- Energy.Me Midwest, LLC d/b/a energy.me (“energy.me”)
- Essential Power, LLC (“Essential Power”); and
- Hess Energy Marketing, LLC (“HEM”).

Also included are materials supporting the termination of the membership of the following Participants:

- Iron Energy LLC (“Iron”); and
- BG Energy Merchants, LLC (“BG”); and
- DownEast Power Company LLC (“DownEast”).

These materials are submitted in order (i) to expand NEPOOL membership to include Clear Choice, energy.me, Essential Power, and HEM (together, the “Applicants”), and (ii) to

---

<sup>1</sup> Capitalized terms used but not defined in this filing are intended to have the same meaning given to such terms in the Second Restated New England Power Pool Agreement (the “Second Restated NEPOOL Agreement”), the Participants Agreement, or the ISO New England Inc. (“ISO-NE”) Transmission, Markets and Services Tariff (“ISO-NE Tariff”).

The Honorable Kimberly D. Bose, Secretary  
August 1, 2013  
Page 2

terminate the Participant status of Iron, BG, and DownEast<sup>2</sup> (together, “Terminating Participants”).

#### I. MEMBER APPLICATIONS: Clear Choice, energy.me, Essential Power, HEM

**Clear Choice** has indicated that it will participate in NEPOOL as a load aggregator (an entity that purchases at wholesale electric energy and capacity for resale to retail customers and resells such energy and capacity to retail customers in New England). Clear Choice has elected to be a member of the Supplier Sector.

**energy.me** has also indicated that it will participate in NEPOOL as a load aggregator and has elected to be a member of the Supplier Sector.

**Essential Power** has indicated that it will participate in NEPOOL as an independent power producer (an entity other than an exempt wholesale generator or qualifying facility whose exclusive business is owning or owning and operating all or a part of one or more generating facilities and selling electric energy at wholesale or retail) and as a power marketer (an entity that purchases as a principal or as a principal and a broker at wholesale electric energy and capacity for resale to wholesale customers and resells such energy and capacity to wholesale customers in New England). NEPOOL notes that Essential Power filed materials for engaging in power marketing activities under market-based rates and those materials were accepted by letter order dated March 22, 2012 in Docket No. ER12-952-000 and -001. Essential Power has elected to join the Supplier Sector where it will represent itself and its Related Persons -- Essential Power Massachusetts, LLC and Essential Power Newington, LLC.

**HEM** has indicated that it will participate in NEPOOL as a power marketer (an entity that purchases as a principal or as a principal and a broker at wholesale electric energy and capacity for resale to wholesale customers and resells such energy and capacity to wholesale customers in New England), financial marketer/trader (an entity that submits Increment Offers and/or Decrement Bids in the Day-Ahead Energy Market), and as a load aggregator. NEPOOL notes that HEM filed materials for engaging in power marketing activities under market-based rates and those materials were accepted by letter order dated May 23, 2013 in Docket No. ER13-1192-000. Until HEM is acquired by Direct Energy Business, LLC,<sup>3</sup> HEM will participate as an

---

<sup>2</sup> DownEast was suspended from the New England Markets on June 19, 2013 at 8:30 am. Notice of that suspension was filed with the Commission by ISO-NE on July 24, 2013. That suspension has remained in effect through the date of this transmittal letter.

<sup>3</sup> On July 30, 2013, Centrica announced that its subsidiary, Direct Energy Business, LLC, has agreed to acquire, subject to regulatory approvals, the energy marketing business of Hess Corporation (i.e. HEM) for \$731 million in cash plus net working capital, estimated at approximately \$300 million. The acquisition is expected to close later this year. See *Centrica's subsidiary Direct Energy to become leading B2B gas supplier in the Eastern US through £500m acquisition*, available on-line at: <http://www.centrica.com/index.asp?pageid=1041&newsid=2824>.

The Honorable Kimberly D. Bose, Secretary  
August 1, 2013  
Page 3

individual voting member, on behalf of itself and its Related Person Hess Corporation,<sup>4</sup> in the Supplier Sector.

## II. TERMINATION OF MEMBERSHIPS: Iron, BG, and DownEast

Pursuant to Section 16.1(a) of the Second Restated NEPOOL Agreement, “[a]ny Participant shall have the right to terminate its status as a Participant upon no less than sixty (60) days’ prior written notice given to the Secretary of the Participants Committee.” Iron, BG, and DownEast have provided such notice, requesting waiver of the sixty days’ notice requirement. (See Attachments 10-12). Iron has requested that termination of its status as a Participant be made effective as of July 1, 2013; BG and DownEast, August 1, 2013. If the terminations of the Iron, BG, and DownEast requests are accepted for filing by the Commission, each will be excused from their obligations to pay Pool charges and relieved of their other Pool obligations and responsibilities incurred, from and after July 1, 2013 in the case of Iron, and August 1, 2013 in the cases of BG and DownEast.

## III. REQUESTED EFFECTIVE DATES

Applicants have each requested expedited consideration of their membership applications. Expedited consideration of the termination of the Participant status of Iron, BG, and DownEast is also requested. Accordingly, the NEPOOL Participants Committee requests that the Commission waive any applicable notice requirements to permit the following effective dates:

- **July 1, 2013** for the termination of the NEPOOL Participant status of SJES.
- **August 1, 2013** for the NEPOOL memberships of Clear Choice, energy.me, Essential Power, and HEM, and for the termination of the NEPOOL Participant status of BG and DownEast.<sup>5</sup>

The NEPOOL Participants Committee further requests that the eTariff record effective date be set at the earlier of the effective dates requested immediately above, or July 1, 2013.<sup>6</sup>

---

<sup>4</sup> Hess Corporation is currently a member of the Supplier Sector.

<sup>5</sup> To the extent the Commission determines that certain filing requirements have not been met fully, the NEPOOL Participants Committee respectfully requests waiver of such requirements in order for the Participant status of Applicants, and the termination of the Participant status of Iron, BG, and DownEast to be accepted as noted in Section III. No party will be adversely affected by the waivers requested in these circumstances.

<sup>6</sup> The Commission has relieved NEPOOL of the requirement to file changes to the NEPOOL Agreement in tariff format. *ISO New England, Inc. and New England Power Pool*, 95 FERC ¶ 61,384 at 62,441-42 (2001). Accordingly, the NEPOOL Agreement has not been filed formally as an eTariff pursuant to Order No. 714. However, proposed changes to the NEPOOL Agreement are still required to be filed with the Commission with enough information provided to permit the Commission to view the proposed changes in the

The Honorable Kimberly D. Bose, Secretary

August 1, 2013

Page 4

#### IV. ADDITIONAL SUPPORTING INFORMATION

The NEPOOL Participants Committee has the authority, pursuant to Section 3.1 of the Second Restated NEPOOL Agreement and Sections 8.1.3(f) and (g) of the Participants Agreement, to act on an Entity's application to become a Participant in NEPOOL. By delegation of authority, the Participants Committee has authorized the Membership Subcommittee to approve applications and terminations which will be subject to the standard conditions, waivers and reminders established by the Participants Committee. The Membership Subcommittee has reviewed the materials submitted by Applicants and Terminating Participants and has approved Applicants for membership, and the termination of the Participant status of Terminating Participants, in NEPOOL. Accordingly, the following materials are submitted herewith for filing:

- The list of NEPOOL Participants from the Second Restated NEPOOL Agreement, which has been marked to show the addition of Applicants to, and the removal of Terminating Participants from, the list of NEPOOL Participants (Attachment 1);
- The counterpart signature page to the NEPOOL Agreement executed by Clear Choice (Attachment 2);
- A letter from NEPOOL to Clear Choice dated November 23, 2012 confirming the approval of Clear Choice's application for membership, and Clear Choice's acceptance of the conditions and waivers by countersignature dated December 4, 2012 (Attachment 3);
- The counterpart signature page to the NEPOOL Agreement executed by energy.me (Attachment 4);
- A letter from NEPOOL to energy.me dated May 17, 2013 confirming the approval of energy.me's application for membership, and energy.me's acceptance of the conditions and waivers by countersignature dated May 20, 2013 (Attachment 5);
- The counterpart signature page to the NEPOOL Agreement executed by Essential Power (Attachment 6);

---

context of the composite Agreement, *Id.* at 62,442. As a matter of administrative efficiency and convenience, these materials, including Attachment 1 included herewith marked to show the addition of Applicants to, and the removal of SJES from, the list of NEPOOL Participants, was submitted using the Commission's eTariff system. A composite list of NEPOOL Participants is posted on the NEPOOL website at: [http://www.nepool.com/uploads/C-list\\_of\\_nepool\\_participants.pdf](http://www.nepool.com/uploads/C-list_of_nepool_participants.pdf). A composite copy of the Second Restated NEPOOL Agreement is posted at: [http://www.nepool.com/uploads/Op-2d\\_RNA.pdf](http://www.nepool.com/uploads/Op-2d_RNA.pdf).

The Honorable Kimberly D. Bose, Secretary

August 1, 2013

Page 5

- A letter from NEPOOL to Essential Power dated June 21, 2013 confirming the approval of Essential Power's application for membership, and Essential Power's acceptance of the conditions and waivers by countersignature dated June 22, 2013 (Attachment 7);
- The counterpart signature page to the NEPOOL Agreement executed by HEM (Attachment 8);
- A letter from NEPOOL to HEM dated June 21, 2013 confirming the approval of HEM's application for membership, and HEM's acceptance of the conditions and waivers by countersignature dated July 18, 2013 (Attachment 9);
- A letter from Iron Energy requesting termination of its NEPOOL membership and status as a New England Market Participant (Attachment 10);
- A letter from BG requesting termination of its NEPOOL membership and status as a New England Market Participant (Attachment 11);
- A letter from DownEast requesting termination of its NEPOOL membership and status as a New England Market Participant (Attachment 12); and
- A list of governors and utility regulatory agencies in Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont to which a copy of this filing has been sent (Attachment 13).

The materials filed herewith do not change the NEPOOL Agreement as previously filed with the Commission, other than to make Applicants additional Participants, and to terminate the Participant status of Terminating Participants, in NEPOOL. Therefore, no comparisons of the transactions and revenues or cost data are submitted. No estimates of future transactions and revenues relating to participation by Applicants in NEPOOL are submitted because they cannot be made with any reasonable accuracy. Existing facilities are sufficient for service to Applicants. Accordingly, no additional facilities are to be installed or modified by the Participants in order for Applicants to become Participants in NEPOOL pursuant to the Second Restated NEPOOL Agreement.

An electronic copy of this filing has been furnished to all the members and alternates of the Participants Committee, which represent all of the electric utilities rendering or receiving service under the ISO-NE Tariff,<sup>7</sup> as well as each of the independent power producers, power

---

<sup>7</sup> The Commission approved the settlement agreement pursuant to which the regional transmission organization for New England (the "RTO") was established. *ISO New England Inc. et al.*, 109 FERC ¶ 61,147 (2004). Activation of the RTO was noticed in accordance with the settlement agreement and became effective

The Honorable Kimberly D. Bose, Secretary

August 1, 2013

Page 6

marketers, power brokers, load aggregators, customer-owned utility systems, merchant transmission providers, developers, and end users that are currently Participants in the Pool. This transmittal letter and the accompanying materials have also been sent to the governors and electric utility regulatory agencies for the six New England states which comprise the New England Control Area, to the New England Conference of Public Utilities Commissioners, Inc., and to the Executive Director of the New England States Committee on Electricity.

Correspondence and communications regarding this filing should be addressed as follows:

Audra Perry  
New England Membership Application  
Coordinator  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841  
Tel: 413-535-4169  
Fax: 413-540-4680  
E-mail: [aperry@iso-ne.com](mailto:aperry@iso-ne.com)

Patrick M. Gerity, Esq.  
Counsel, NEPOOL Participants  
Committee  
Day Pitney LLP  
242 Trumbull Street  
Hartford, CT 06103-3499  
Tel: 860-275-0533  
Fax: 860-881-2505  
E-mail: [pmgerity@daypitney.com](mailto:pmgerity@daypitney.com)

Respectfully submitted,

NEPOOL PARTICIPANTS  
COMMITTEE

By:   
Patrick M. Gerity  
Its Counsel

Attachments

cc: Applicants  
Terminating Participants  
NEPOOL Participants Committee Members and Alternates  
Governors, Utility Regulatory Agencies, and others identified on Attachment 13

---

on Feb. 1, 2005. *See also* Order Authorizing RTO Operations, *ISO New England Inc. et al.*, 110 FERC ¶ 61,111 (2005).

**ATTACHMENT 1**

Participant Name	Effective Date of Membership if after 6/30/2000
511 Plaza, LP	4/1/2006
511 Plaza Energy, LLC	4/1/2006
A123 Systems, Inc.	1/1/2011
Abest Power & Gas, LLC	2/1/2013
Acushnet Company	6/1/2010
Advanced Power Services (NA) Inc.	9/1/2007
AEP Energy, Inc.	6/1/2010
Aequitas Energy, Inc.	9/1/2012
Algonquin Energy Services Inc	5/1/2010
Ambit Northeast LLC	5/1/2012
Ameresco CT LLC	2/1/2010
Ameresco DR, LLC	6/1/2010
American PowerNet Management, LP	12/1/2009
Ampersand Energy Partners LLC	1/1/2008
Ansonia Generation, LLC	9/1/2007
Anthony, Christopher M.	6/1/2011
Ashburnham Municipal Light Plant	
Associated Industries of Massachusetts	
Athens Energy LLC	4/1/2008
Backyard Farms, LLC	9/1/2009
Backyard Farms Energy, LLC	9/1/2009
Bangor Hydro-Electric Company	
Barclays Bank PLC	11/1/2004
BBPC LLC d/b/a Great Eastern Energy	4/1/2012
Beacon Power, LLC	5/1/2012
Bear Swamp Power Company LLC	6/1/2005
Belmont Municipal Light Department	
Berkshire Power Company, LLC	9/1/2006
Berlin Station, LLC	10/1/2011
BG Energy Merchants, LLC	8/1/2007
Black Bear HVGW, LLC	12/1/2010
Black Bear Hydro Partners, LLC	9/1/2009
Blackstone Hydro, Inc.	12/1/2004
Blue Pilot Energy, LLC	4/1/2011
Blue Sky East, LLC	8/1/2012

---

Participant Name	Effective Date of Membership if after 6/30/2000
BNP Paribas Energy Trading GP	2/1/2010
Boylston Municipal Light Department	
BP Energy Company	12/1/2000
Braintree Electric Light Department	
Bridgeport Fuel Cell Park, LLC	4/1/2010
Bridgewater Power Company L.P.	2/1/2011
Brookfield Energy Marketing Inc.	2/1/2002
Brookfield Energy Marketing LP	11/1/2010
Brookfield Renewable Energy Marketing US LLC	1/1/2009
Burlington Electric Department	
C.N. Brown Electricity, LLC	10/1/2012
Calpine Energy Services, LP	11/1/2000
Cambridge Energy Alliance, Inc.	6/1/2010
Canadian Wood Products – Montreal, Inc.	7/1/2012
Cape Light Compact	7/1/2000
Cape Wind Associates, LLC	9/1/2012
Cargill Power Markets, LLC	
Central Maine Power Company	
Centre Lane Trading Limited	7/1/2010
CHI Power Marketing, Inc.	12/1/2009
Chicopee Municipal Lighting Plant	
Choice Energy LLC	8/1/2010
Cianbro Companies, The	11/1/2009
Cianbro Energy, LLC	11/1/2009
CinCap V, LLC	
Citigroup Energy Inc.	12/1/2004
Clearview Electric Inc.	12/1/2007
<u>Clear Choice Energy, LLC</u>	<u>8/1/2013</u>

Participant Name	Effective Date of Membership if after 6/30/2000
Danvers Electric Division	
Darby Energy, LLLP	3/1/2012
Dartmouth Power Associates, LP	9/1/2007
DB Energy Trading, LLC	4/1/2006
DC Energy, LLC	4/1/2003
Demansys Energy, LLC	6/1/2012
Devon Power LLC	
Devonshire Energy LLC	9/1/2009
DFC ERG CT, LLC	4/1/2010
DFC-ERG Milford, LLC	9/1/2007
Direct Energy Business, LLC	
Discount Power, Inc.	12/1/2009
Dominion Energy Brayton Point, LLC	5/1/2013
Dominion Energy Marketing, Inc.	6/1/2002
Dominion Nuclear Connecticut, Inc.	2/1/2001
Dominion Retail, Inc.	5/1/2001
<del>DownEast Power Company, LLC</del>	<del>10/1/2009</del>
DR Power, LLC	8/1/2012
Dragon Energy LLC	4/1/2008
Dragon Products Company LLC	4/1/2008
DTE Energy Trading, Inc.	2/1/2001
Duke Energy Commercial Enterprises, Inc.	2/1/2010
Dynasty Power Inc.	7/1/2013
Dynegy Marketing and Trade LLC	6/1/2010

Participant Name	Effective Date of Membership if after 6/30/2000
East Avenue Energy LLC	3/1/2008
Easy Energy of Massachusetts, LLC	9/1/2008
EDF Trading North America, LLC	10/1/2009
Edison Mission Marketing & Trading, Inc.	9/1/2000
eKapital Investments LLC	3/1/2007
Electricity Maine, LLC	10/1/2010
Electricity MASS, LLC	5/1/2013
Electricity N.H., LLC d/b/a E.N.H. Power	5/1/2012
Elektrisola, Inc.	1/1/2008
Emera Energy Services Subsidiary No. 1 LLC	5/1/2007
Emera Energy Services Subsidiary No. 2 LLC	6/1/2007
Emera Energy Services Subsidiary No. 3 LLC	6/1/2007
Emera Energy Services Subsidiary No. 4 LLC	6/1/2007
Emera Energy Services Subsidiary No. 5 LLC	10/1/2010
EMI Power Systems, LLC	5/1/2009
Energy America, LLC	
Energy Curtailment Specialists, Inc.	6/1/2010
Energy Management, Inc.	2/1/2001
Energy New England LLC	
Energy Federation Inc.	2/1/2006
Energy Plus Holdings LLC	5/1/2009
<u>Energy.Me Midwest, LLC d/b/a energy.me</u>	<u>8/1/2013</u>
EnergyConnect, Inc.	2/1/2012
EnerNOC, Inc.	5/1/2005
Entergy Nuclear Power Marketing LLC	4/1/2006
EnvaPower, Inc.	9/1/2008
Environment Northeast	9/1/2012
EquiPower Resources Management, LLC	11/1/2010
<u>Essential Power, LLC</u>	<u>8/1/2013</u>
Essential Power Massachusetts, LLC	7/1/2008
Essential Power Newington, LLC	7/1/2008
ESI Northeast Energy GP, Inc.	
ETC Endure Energy, LLC	4/1/2009
Ethical Energy Benefit Co.	1/1/2013
Evergreen Wind Power III, LLC	7/1/2008
Evergreen Wind Power V, LLC	9/1/2007
EverPower Commercial Services LLC	2/1/2013
Exelon Generation Company, LLC	2/1/2013
Exelon New England Holdings, LLC	

Participant Name	Effective Date of Membership if after 6/30/2000
H.Q. Energy Services (U.S.) Inc.	
Hammond Belgrade Energy LLC	4/1/2008
Hammond Lumber Company	4/1/2008
Hampshire Council of Governments	2/1/2006
Hannaford Bros. Co.	8/1/2010
Hannaford Energy, LLC	8/1/2010
Hardwood Energy LLC	2/1/2007
Hardwood Products Company	2/1/2007
Harvard Dedicated Energy Limited	2/1/2005
Hess Corporation	7/1/2005
<u>Hess Energy Marketing, LLC</u>	<u>8/1/2013</u>
High Liner Foods (USA) Incorporated	1/1/2012
HIKO Energy, LLC	1/1/2013
Hingham Municipal Lighting Plant	
Holden Municipal Light Department	
Holyoke Gas & Electric Department	
HOP Energy, LLC	10/1/2010
Howard Wind LLC	2/1/2013
Hudson Energy Services, LLC	5/1/2009
Hudson Light and Power Department	
Hull Municipal Lighting Plant	
Iberdrola Renewables, LLC	5/1/2005
Icetec Energy Services, Inc.	3/1/2013
Indeck Energy-Alexandria, LLC	5/1/2001
Independence Energy Group LLC	11/1/2011
Industrial Energy Consumer Group	
Industrial Power Services Corporation	3/1/2003
IntegrYS Energy Services, Inc.	7/1/2000
Ipswich Municipal Light Department	
<u>Iron Energy LLC</u>	<u>12/1/2012</u>

**ATTACHMENT 8**

**COUNTERPART SIGNATURE PAGE**  
**NEW ENGLAND POWER POOL AGREEMENT**

IN WITNESS WHEREOF, the undersigned has caused this counterpart signature page to the New England Power Pool Agreement, being dated as of September 1, 1971, as amended, to be executed by its duly authorized representative as of May 29, 2013.  
(please insert date)

Hess Energy Marketing, LLC  
(Applicant Company Name)

By: CD Baldwin

Name: Christopher Baldwin

Title: President

Company: Hess Energy Marketing, LLC

Address: One Hess Plaza

Woodbridge, NJ 07095

**ATTACHMENT 9**



**NEW ENGLAND POWER POOL**  
**Michael Lynch, Chair**  
**NEPOOL Membership Subcommittee**

June 21, 2013

**Hess Energy Marketing, LLC**  
attn: Michael Cordaro  
Director, Wholesale Operation  
One Hess Plaza  
Woodbridge, NJ 07095  
mcordaro@hess.com

Re: Application for NEPOOL Membership

Dear Michael:

The request of Hess Energy Marketing, LLC ("HEM") to become a Participant<sup>1</sup> in the New England Power Pool ("NEPOOL") was approved by the NEPOOL Participants Committee Membership Subcommittee at its June 17, 2013 meeting, subject to the applicable understandings, including those which are reflected in the attachment to this letter.

Please confirm HEM's acceptance of NEPOOL's Standard Membership Conditions, Waivers and Reminders by signing a copy of this letter and returning it, *along with a copy of the Standard Membership Conditions, Waivers and Reminders*, to:

**Audra Perry**  
**New England Membership Application Coordinator**  
**c/o ISO New England Inc.**  
**One Sullivan Road**  
**Holyoke, MA 01040-2841**  
**Fax: 413-540-4680**  
**E-mail: [aperry@iso-ne.com](mailto:aperry@iso-ne.com)**

I understand that HEM intends to operate in New England as a load aggregator, power marketer, and financial marketer/trader. Your signature on this letter will also serve to confirm that understanding.

I have been instructed to remind HEM of the following obligations which are common to all NEPOOL Participants that operate as load aggregators, power marketers, and financial marketers/traders:

---

<sup>1</sup> Capitalized terms used but not defined in this letter are intended to have the meanings given to such terms in the Second Restated New England Power Pool Agreement ("Restated NEPOOL Agreement"), the Participants Agreement, or the ISO New England Inc. Transmission, Markets and Services Tariff ("ISO Tariff").

- (1) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff, and these conditions and waivers;
- (2) each Participant is obligated to conform to any future changes in NEPOOL requirements;
- (3) each Participant is obligated to comply with all governmental, regulatory or other legal requirements which must be satisfied as a condition to its participation in NEPOOL or the New England Markets, or which may be otherwise applicable to such participation;
- (4) each Participant is obligated to pay an allocated portion of certain NEPOOL and ISO costs in accordance with the Second Restated NEPOOL Agreement, the Participants Agreement, and the Tariff;
- (5) each Participant is obligated to pay its monthly share of Participant Expenses by the payment date as specified in the Billing Policy (or any successor rule or procedure), which is currently the third Business Day after the issuance of the first weekly statement issued after the tenth of a calendar month (the Monthly Statement due date) but may be subject to change. If a Participant is delinquent two or more times within any period of 12 months in paying on time its share of Participant Expenses or other Hourly or Non-Hourly Charges, such Participant shall pay, in addition to interest on each late payment, a late payment charge for its second failure to pay on time, and for each subsequent failure to pay on time within the same 12-month period (a "Late Payment Charge") in an amount equal to the greater of (i) two percent (2%) of the total amount of such late payment or (ii) \$1,000.
- (6) each Participant is obligated to meet the requirements specified in the Billing Policy on file with the FERC as it may be amended from time to time (Participants are encouraged to regularly review the Billing Policy for any changes to the billing and payment dates or procedures; the far-reaching consequences of the failure to pay all or any part of an amount due when and as due are set forth in the Billing Policy);
- (7) each Participant is obligated to meet the requirements specified in the Financial Assurance Policies on file with the FERC as they may be amended from time to time;
- (8) each Participant is required to submit information to the ISO from time to time, as is necessary to enable the ISO to meet its obligations, concerning any entity owned 10% or more by the Participant or any entity which owns 10% or more of the Participant, including upon a change in ownership or control of the Participant any such entity;
- (9) each Participant, except a Governance Only Member, has the obligation to assure for each transaction that it has identified transmission facilities required to accomplish such transaction and has made appropriate arrangements with the ISO or the owners of such transmission facilities, as appropriate, for use of such facilities;

Hess Energy Marketing, LLC

June 21, 2013

Page 3

- (10) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff and any other agreement that NEPOOL or the ISO administers and, except a Governance Only Member, to verify that satisfactory transmission arrangements have been made for each transaction;
- (11) for brokered transactions, a Participant while acting, now or in the future, as a broker would not be considered either the purchaser or the seller;
- (12) each Participant is obligated to conform to standards established by the ISO or any duly authorized NEPOOL committee to assure reliable operation of the New England Control Area, including, without limitation, the obligation to have the ability to subject its load to load shedding as required by the ISO; and
- (13) no Participant may use its rights under the Second Restated NEPOOL Agreement, Tariff or the System Rules to avoid the application of any stranded cost policy, or to avoid or reduce the payment of any applicable stranded costs or access charges related to such stranded cost policy that has been approved by Federal regulators or regulators in any New England state in which that Participant is purchasing or selling electric energy and/or capacity for resale at wholesale or to retail customers.

Upon receipt of this countersigned letter, NEPOOL expects to make the necessary filings with the Federal Energy Regulatory Commission in order for HEM's application to become effective.

Very truly yours,



Michael J. Lynch  
Chair, Membership Subcommittee  
of the NEPOOL Participants Committee

Accepted and approved:

**Hess Energy Marketing, LLC**

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

Name:

Its:

Dated: \_\_\_\_\_

07/18/13

Enclosure

## STANDARD MEMBERSHIP CONDITIONS, WAIVERS AND REMINDERS

WHEREAS, an applicant (“Applicant”) for membership in the New England Power Pool (“NEPOOL”) may be one or more of the following types of entities: a **“load aggregator,”** which is considered for this purpose to be an entity that purchases at wholesale electric energy and capacity for resale to retail customers and resells such energy and capacity to retail customers in New England; a **“power marketer,”** which is considered for this purpose to be an entity that purchases as a principal or as a principal and a broker at wholesale electric energy and capacity for resale to wholesale customers and resells such energy and capacity to wholesale customers in New England; a **“financial marketer/trader,”** which is considered for this purpose to be an entity that submits Increment Offers and/or Decrement Bids in the Day-Ahead Energy Market; an **“exempt wholesale generator”** or **“EWG,”** which is considered for this purpose to be an entity granted such status by the Federal Energy Regulatory Commission under the Public Utility Holding Company Act of 2005, as amended (“PUHCA 2005”), pursuant to which it is required to be engaged “exclusively in the business of owning or operating, or both owning and operating, all or part of one or more eligible facilities and selling electric energy at wholesale”; an entity which owns a **“qualifying facility”** or **“QF,”** which is considered for this purpose to be an entity within the meaning of the Public Utility Regulatory Policies Act of 1978 (“PURPA”) or an **“eligible facility”** within the meaning of the PUHCA 2005; an **“independent power producer”** or **“IPP,”** which is considered for this purpose to be an entity other than an EWG or QF whose exclusive business is owning or owning and operating all or a part of one or more generating facilities and selling electric energy at wholesale or retail; a **“broker,”** which is considered for this purpose to be an entity that acts from time to time for purchasers or sellers in New England in arranging the purchase or sale at wholesale of electric energy and/or capacity; an **“AR Provider,”** which is considered for this purpose to be an entity with a “Substantial Business Interest” in Alternative Resources located within the New England Control Area; or an **“end user,”** which is considered for this purpose to be (a) a consumer of electricity in the New England Control Area that generates or purchases electricity primarily for its own consumption, (b) a non-profit group representing such consumers, or (c) a Related Person of an End User Participant and which (i) is licensed as a competitive supplier under the statutes and regulations of the state in which the End User Participant which is its Related Person is located and (ii) participates in the New England Market solely to serve the load of the End User which is its Related Person.

WHEREAS, effective February 1, 2005 the NEPOOL Agreement was amended by the One Hundred Seventh Agreement Amending New England Power Pool Agreement and restated as the “Second Restated NEPOOL Agreement”; and

WHEREAS, ISO New England Inc. (the “ISO”), has been approved by the Federal Energy Regulatory Commission (“FERC”) as the regional transmission organization (“RTO”) for the New England region consisting of the states of Connecticut, Massachusetts, New Hampshire, Rhode Island, Vermont and substantial portions of Maine;

WHEREAS, the ISO will be responsible for maintaining the reliability of the System by, among other things, exercising operational authority over the Transmission Facilities of the System, administering and seeking to enhance sustainable, competitive and efficient energy markets in New England and providing non-discriminatory, open-access transmission service over the Transmission Facilities in accordance with the Participants Agreement, the ISO’s Transmission, Markets and Services Tariff (the “Tariff”), and the System Rules;

WHEREAS, an Applicant that proposes to act as a load aggregator must represent that, if it is permitted to become a Market Participant, it would qualify under existing law and regulation in the one or more New England states where it proposes to act as a load aggregator;

WHEREAS, an Applicant that is qualified to become an End User Participant may elect to be a “Governance Only Member”;

WHEREAS, a duly authorized NEPOOL subcommittee has recommended that certain conditions and waivers be applied to an Applicant in connection with its becoming a Participant in NEPOOL; and

WHEREAS, each Applicant acknowledges that it has reviewed the Second Restated NEPOOL Agreement and the Tariff, including the billing policy and financial assurance policies set forth as Exhibits to Section I of the Tariff, and fully understands its financial obligations that could arise under the Second Restated NEPOOL Agreement and the Tariff from participation in NEPOOL and the New England Markets.

NOW, THEREFORE, an Applicant to become a Participant in NEPOOL shall be required to agree in writing to the following understandings:

Any capitalized terms used in the following understandings (a) through (l) that are not defined in such understandings shall have the same meaning ascribed to them in the Second Restated NEPOOL Agreement, the Participants Agreement or the Tariff, as appropriate. The following understandings (a) through (d) apply to all Applicants:

- (a) Applicant will have an ongoing obligation to meet the definition of an “Entity” within the meaning of the Second Restated NEPOOL Agreement as it is in effect on the date of the approval by the NEPOOL Participants Committee or its designee of Applicant’s application to become a Participant in NEPOOL.
- (b) Applicant shall notify NEPOOL of any proposed change in affiliate status or any proposed change in the electric business Applicant conducts within the New England Control Area to include business other than that originally applied for in its membership application. NEPOOL shall have the right to delete any conditions imposed or waivers granted at this time and to impose additional reasonable conditions on Applicant’s participation in NEPOOL that shall apply to such change in Applicant’s business or circumstances, if such deletions or conditions are necessary or appropriate in view of such changes (see additional provisions regarding this understanding (b) in understanding (e) below for load aggregators and understanding (f) below for EWGs and QF owners and understanding (g) below for end users electing Governance Only Membership). Applicant shall be advised of any deletion of conditions or waivers and shall be provided a draft of any additional conditions before such deletions or additional conditions become effective. In accordance with the Second Restated NEPOOL Agreement, comments on such deletions or additions may be presented by Applicant to the NEPOOL Participants Committee or its designee for consideration.
- (c) In lieu of a certified copy of its Board of Directors duly authorizing the execution and performance of the Second Restated NEPOOL Agreement, Applicant may provide, each in a form reasonably acceptable to NEPOOL Counsel, (i) an opinion of competent outside counsel that the officer or other representative executing a counterpart of the Second Restated NEPOOL Agreement on behalf of the Applicant is duly authorized to do so and to cause the Applicant to perform its obligations under the Agreement upon the effectiveness of its membership; and (ii) an affidavit by Applicant’s duly-authorized officer or other representative that he/she has reviewed the Second Restated NEPOOL Agreement and the Tariff, including the billing policy and financial assurance policies set forth as Exhibits to Section I of the Tariff, and

fully understands Applicant's financial obligations that could arise under the Second Restated NEPOOL Agreement and the Tariff from participation in NEPOOL and the New England Markets.

- (d) In the event it is determined in an appeal, or by a court or regulatory agency, that any of these conditions is invalid for any reason, NEPOOL shall have the right to impose one or more valid reasonable conditions in place of the invalidated condition. Applicant shall be advised of any invalidated condition and shall be provided a draft of any replacement conditions before such conditions become effective. In accordance with the Second Restated NEPOOL Agreement, comments on such replacement conditions may be presented by Applicant to the NEPOOL Participants Committee or its designee for consideration.

The following additional understanding (e) applies only to Applicants while acting, now or in the future, as load aggregators in the New England Control Area:

- (e) Consistent with understanding (b) above, NEPOOL shall have the right to delete any conditions initially imposed or waivers initially granted and to impose additional reasonable conditions on Applicant's participation in NEPOOL which shall apply to any of the following changes in Applicant's circumstances, if such deletions or conditions are necessary or appropriate in view of such changes:
  - (i) it is determined that Applicant has failed to qualify as a load aggregator in the one or more New England states where it proposes to act as a load aggregator in accordance with its representation; or
  - (ii) the state laws or regulations under which Applicant does qualify to act as a load aggregator are changed in ways that could impact NEPOOL or ISO operations.

The following additional understanding (f) applies only to Applicants while acting, now or in the future, as EWGs and/or QF owners:

- (f) Consistent with understanding (b) above, NEPOOL shall have the right to delete any conditions initially imposed or waivers initially granted and to impose additional reasonable conditions on Applicant's participation in NEPOOL which shall apply to any of the following changes in Applicant's circumstances, if such deletions or conditions are necessary or appropriate in view of such changes:
  - (i) Applicant has represented that its facility is a "qualifying facility" within the meaning of PURPA and the facility is determined at any time not to be such a facility or PURPA is amended to permit Applicant to own facilities or engage in activities not permitted to it as the owner of a qualifying facility under the present provisions of PURPA; or
  - (ii) Applicant has represented that it is an "exempt wholesale generator" within the meaning of PUHCA 2005 and Applicant is determined at any time not to be such a generator or PUHCA 2005 is amended to permit Applicant to own facilities or engage in activities not permitted to it as an exempt wholesale generator under the present provisions of PUHCA 2005.

The following additional understanding (g) applies only to Applicants while acting, now or in the future, as end users in NEPOOL:

- (g) Consistent with understanding (b) above, NEPOOL shall have the right to delete any conditions initially imposed or waivers initially granted and to impose additional reasonable conditions on Applicant's participation in NEPOOL which shall apply if it is determined that Applicant has failed to qualify as an End User Participant, as defined in Section 1 of the Second Restated NEPOOL Agreement, if such deletions or conditions are necessary or appropriate in view of such changes.

The following additional understandings (h), (i), and (j) apply only to Applicants that would qualify as End User Participants and elect before their application is approved by NEPOOL to be a Governance Only Member (as described more fully below):

- (h) Applicant's participation in NEPOOL shall be for governance purposes only ("Governance Only Member"). As a Governance Only Member, Applicant shall be:
  - (i) entitled to participate in all NEPOOL governance matters, including voting membership in all Principal Committees;
  - (ii) required to pay all application and annual fees applicable to End User Participants pursuant to Section 14 of the Second Restated NEPOOL Agreement;
  - (iii) required to forego participation in the New England Market, other than as permitted or required pursuant to the Load Response Program; and
  - (iv) required to deliver written notice of such election to the Secretary of the Participants Committee. Other than for an election made prior to the approval of its application by NEPOOL, the election to be a Governance Only Member shall become effective beginning on the first annual meeting of the Participants Committee following notice of such election
- (i) The acceptance in NEPOOL of such Applicant as a Governance Only Member does not require nor prescribe any different treatment from the treatment then accorded to any other End User Participant for the determination of its transmission or distribution charges.
- (j) The Governance Only Member Applicant with generation shall certify in a form reasonably acceptable to NEPOOL as to the following conditions, and shall become a End User Participant without Governance Only Member status if and when such conditions are no longer satisfied:
  - (i) For any hour in which the End User Behind-the-Meter Generation owned by the Governance Only Member does not fully meet its associated Electrical Load which is behind the meter, another Participant which is not a Governance Only Member is obligated under tariff or contract to include as part of its load asset in such hour the difference between (x) the Electrical Load of the Governance Only Member and (y) the kilowatthours of that Electrical Load which are produced by the End User Behind-the-Meter Generation; and
  - (ii) For any hour in which the output of the End User Behind-the-Meter Generation owned by the Governance Only Member exceeds its Electrical Load, the Governance Only Member is obligated to ensure that another Participant which is not a Governance Only Member is obligated under tariff or contract to report such excess to the ISO pursuant to applicable Market Rules.

The following additional understanding (k) applies only to Applicants that would qualify as End User Participants entitled to join the End User Sector, and which are Small End Users:

- (k) Applicant may not appoint to a NEPOOL committee a voting member or alternate to that member, or have its vote cast by another person pursuant to a written, standing designation or proxy, except in accordance with this understanding (k):
  - (i) An Applicant shall be entitled to appoint as its voting member, and alternate to that member, of each NEPOOL committee, and have as its designated representative or proxy, any individual; provided, however, that such individual shall not be a Related Person of another Participant in a Sector other than the End User Sector.

The following additional understanding (l) applies only to Applicants that are end users without generation, that do not elect to be Governance Only Members, and that participate directly in the New England Market (“Market Participant End Users”):

- (l) The Applicant shall certify in a form reasonably acceptable to NEPOOL as to the following conditions, and shall be permitted to participate in the New England Market only if, and for so long as, the following conditions are satisfied:
  - (i) Applicant shall have no ability to be reflected in the ISO’s settlement system as either a purchaser or a seller of any Market Products so long as such participation causes NEPOOL and/or the ISO to be subject to regulation as the electrical supplier for Applicant’s Electrical Load (“Retail Supplier”) by the state regulatory agency of the state(s) in which the Applicant consumes electricity;
  - (ii) The obligation to serve the electrical load of the Applicant shall at all times be assigned to a Market Participant (whether such Market Participant is Applicant or another Participant) which is duly authorized or required under the applicable state statutes and regulations of the Applicant’s state(s) to be a licensed Retail Supplier or is otherwise authorized to serve its electrical load without a license; and
  - (iii) Applicant shall have in place arrangements with its default service provider, either contractual or statutory, to provide for the automatic assignment of the obligation to serve its electrical load and the load associated with any of its Load Assets to such default service provider should the Retail Supplier be suspended from the New England Markets in accordance with the provisions of the Tariff, including the Financial Assurance Policy for Market Participants (Exhibit IA to Section I of the Tariff).

In notifying an Applicant that its application has been accepted subject to the stated understandings and requesting Applicant’s written acceptance of the understandings, the Membership Subcommittee Chair, or appropriate NEPOOL Participants Committee designee, shall include in a letter to Applicant the following reminders (1) through (8), applicable to all Applicants, unless otherwise specified in the following provisions:

- (1) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff, and these conditions and waivers;

- (2) each Participant is obligated to conform to any future changes in NEPOOL requirements;
- (3) each Participant is obligated to comply with all governmental, regulatory or other legal requirements which must be satisfied as a condition to its participation in NEPOOL or the New England Markets, or which may be otherwise applicable to such participation;
- (4) each Participant is obligated to pay an allocated portion of certain NEPOOL and ISO costs in accordance with the Second Restated NEPOOL Agreement, the Participants Agreement, and the Tariff;
- (5) each Participant is obligated to pay its monthly share of Participant Expenses by the payment date as specified in the Billing Policy (or any successor rule or procedure), which is currently the third Business Day after the issuance of the first weekly statement issued after the tenth of a calendar month (the Monthly Statement due date) but may be subject to change. If a Participant is delinquent two or more times within any period of 12 months in paying on time its share of Participant Expenses or other Hourly or Non-Hourly Charges, such Participant shall pay, in addition to interest on each late payment, a late payment charge for its second failure to pay on time, and for each subsequent failure to pay on time within the same 12-month period (a "Late Payment Charge") in an amount equal to the greater of (i) two percent (2%) of the total amount of such late payment or (ii) \$1,000.
- (6) each Participant is obligated to meet the requirements specified in the Billing Policy on file with the FERC as it may be amended from time to time (Participants are encouraged to regularly review the Billing Policy for any changes to the billing and payment dates or procedures; the far-reaching consequences of the failure to pay all or any part of an amount due when and as due are set forth in the Billing Policy);
- (7) each Participant is obligated to meet the requirements specified in the Financial Assurance Policies on file with the FERC as they may be amended from time to time; and
- (8) each Participant is required to submit information to the ISO from time to time, as is necessary to enable the ISO to meet its obligations, concerning any entity owned 10% or more by the Participant or any entity which owns 10% or more of the Participant, including upon a change in ownership or control of the Participant or any such entity.

The Membership Subcommittee Chair, or appropriate Participants Committee designee, shall further include in a letter to Applicant the following reminders (9) and (10), applicable to Applicants, other than Governance Only Members:

- (9) each Participant, except a Governance Only Member, has the obligation to assure for each transaction that it has identified transmission facilities required to accomplish such transaction and has made appropriate arrangements with the ISO or the owners of such transmission facilities, as appropriate, for use of such facilities; and

- (10) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff and any other agreement that NEPOOL or the ISO administers and, except a Governance Only Member, to verify that satisfactory transmission arrangements have been made for each transaction.

The Membership Subcommittee Chair, or appropriate Participants Committee designee, shall further include in a letter to Applicant the following reminder (11), applicable to load aggregators, power marketers and brokers:

- (11) for brokered transactions, a Participant while acting, now or in the future, as a broker would not be considered either the purchaser or the seller.

The Membership Subcommittee Chair, or appropriate Participants Committee designee, shall further include in a letter to Applicant the following reminders (12) and (13), applicable while the Applicant is acting, now or in the future, as a load aggregator, IPP, or end user:

- (12) each Participant is obligated to conform to standards established by the ISO or any duly authorized NEPOOL committee to assure reliable operation of the New England Control Area, including, without limitation, the obligation to have the ability to subject its load to load shedding as required by the ISO; and
- (13) no Participant may use its rights under the Second Restated NEPOOL Agreement, Tariff or the System Rules to avoid the application of any stranded cost policy, or to avoid or reduce the payment of any applicable stranded costs or access charges related to such stranded cost policy that has been approved by Federal regulators or regulators in any New England state in which that Participant is purchasing or selling electric energy and/or capacity for resale at wholesale or to retail customers.

The Membership Subcommittee Chair, or appropriate Participants Committee designee, shall further include in a letter to Applicant the following reminder (14), applicable to EWGs, QF owners and IPPs:

- (14) membership in NEPOOL and participation in the New England Markets could affect Applicant's operations in many ways, including without limitation its status as the owner of a qualifying facility under PURPA, an exempt wholesale generator under PUHCA, or an entity exempt under PUHCA because of its predominantly intrastate activities. Applicant should assess all such effects before becoming a Participant or participating in the New England Markets. Pursuant to the understandings under which it does become a Participant, Applicant should notify NEPOOL if, as a result of or following its joining of NEPOOL or as a result of its participation in the New England Market, the facility loses its status as a qualifying facility or the Market Participant loses its status as an exempt wholesale generator.

The Membership Subcommittee Chair, or appropriate Participants Committee designee, shall further include in a letter to Applicant the following reminders (15) and (16), applicable to all end users:

- (15) membership in NEPOOL and participation in the New England Markets could affect Applicant in many ways, including without limitation subjecting Applicant to the jurisdiction of federal and/or state regulatory agencies to which Applicant may not already be subject. Applicant should assess all such effects before becoming a Participant or participating in the New England Markets. Pursuant to the understandings under which it does become a Participant, Applicant should notify NEPOOL if, as a result of or following its joining of NEPOOL or as a result of its participation in the New England Market, it becomes subject to regulation by any federal and/or state regulatory agencies; and
- (16) without limiting the generality of reminder (2), each End User Participant is obligated to provide NEPOOL and the ISO, within fifteen (15) days of the annual meeting of the Participants Committee, with a report of its highest Energy use during any hour in the preceding year (net of any use of End User Behind-the-Meter Generation) and any other information that NEPOOL or the ISO determines is required in order to administer and implement the provisions of Section 14 of the Second Restated NEPOOL Agreement or Section 14 of the Participants Agreement, as appropriate.

The Membership Subcommittee Chair, or appropriate Participants Committee designee, shall further include in a letter to Applicant the following reminder (17), applicable to all Provisional Members:

- (17) A Provisional Member that becomes eligible to designate an individual voting member of a Sector other than the End User Sector or is eligible to be represented by a group voting member (other than a Provisional Member Group Member) is obligated to promptly designate in a notice to the Secretary of the Participants Committee either (i) the voting member appointed by it for each Principal Committee and alternate of each such member; or (ii) the group voting member by which it shall be represented. Such change in representation and/or Sector shall become effective beginning on the first day of the calendar month following the notice of such change.

**EXHIBIT 8**

**HESS CORPORATION  
FINANCIAL SECURITY – SURETY BOND**

**LICENSE OR PERMIT BOND**

Bond Number: 929549615

KNOW ALL PERSONS BY THESE PRESENTS, That we HESS ENERGY MARKETING, LLC, One Hess Plaza, Woodbridge, NJ 07095 of \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as the Principal, and WESTERN SURETY COMPANY \_\_\_\_\_,

as Surety, are held and firmly bound unto NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION of 21 S. Fruit Street, Suite 10, Concord, NH 03301 \_\_\_\_\_, hereinafter

referred to as the Oblige, in the sum of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) Dollars (\$ 350,000.00 \_\_\_\_\_), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the Principal has made application for a license or permit to the Oblige for the purpose of, or to exercise the vocation of "Electric Power Supplier" \_\_\_\_\_

NOW, THEREFORE, if Principal shall faithfully comply with all ordinances, rules and regulations which have been or may hereafter be in force concerning said License or Permit, and shall save and keep harmless the Oblige from all loss or damage which it may sustain or for which it may become liable on account of the issuance of said license or permit to the Principal, then this obligation shall be void; otherwise, to remain in full force and effect.

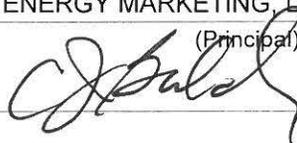
THIS BOND WILL EXPIRE the 31st day of May, 2019, but may be continued by continuation certificate signed by the Principal and Surety. The Surety may at any time terminate its liability by giving thirty (30) days written notice to the Oblige, and the Surety shall not be liable for any default after such thirty day notice period, except for defaults occurring prior thereto.

SIGNED, SEALED AND DATED this 2nd day of April, 2013.

HESS ENERGY MARKETING, LLC,

(Principal)

By \_\_\_\_\_



(Seal)

WESTERN SURETY COMPANY

(Surety)

By \_\_\_\_\_

Ernesta G. Bowman  
Ernesta G. Bowman

(Seal)

Attorney-in-Fact

**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2011**

ASSETS

Bonds	\$1,403,423,957
Stocks	22,726,363
Cash and short-term investments	66,852,340
Uncollected premiums and agents' balances	34,207,619
Funds held by or deposited with reinsured companies	13,980,081
Net deferred tax asset	25,802,839
Investment income due and accrued	17,647,175
Other assets	<u>2,489,406</u>
Total Assets	<u>\$1,587,129,780</u>

LIABILITIES AND SURPLUS

Losses	\$296,352,421
Loss adjustment expense	82,551,462
Contingent and other commissions payable	5,246,025
Other expense	28,831,919
Taxes, licenses and fees	1,925,642
Federal and foreign income taxes payable	5,637,067
Unearned premiums	247,814,064
Other liabilities	<u>29,286,547</u>
Total Liabilities	697,645,147

Surplus Account:		
Capital paid up	\$4,000,000	
Gross paid in and contributed surplus	176,435,232	
Special Surplus	7,321,616	
Unassigned funds	<u>701,727,785</u>	
Surplus as regards policyholders		<u>\$889,484,633</u>
Total Liabilities and Capital		<u>\$1,587,129,780</u>

I, Amy M. Smith, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2011, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By Amy M. Smith  
Assistant Vice President

Subscribed and sworn to me this 12th day of March, 2012.

My commission expires:



Kathleen Schroeder  
Notary Public

# 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

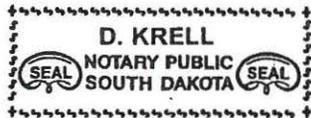
Paul T. Bruflat, Senior Vice President

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, 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 2nd day of April, 2013.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

ACKNOWLEDGMENT FORMS

COPARTNERSHIP

STATE OF
COUNTY OF

ss:

On this \_\_\_ day of \_\_\_, 20\_\_\_, 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
COUNTY OF

ss:

On this \_\_\_ day of \_\_\_, 20\_\_\_, before me personally appeared \_\_\_
to me known, who, being by me first duly sworn, did depose and say that (s)he resides in
; that (s)he is the \_\_\_ of
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.

Notary Public

INDIVIDUAL

STATE OF
COUNTY OF

ss:

On this \_\_\_ day of \_\_\_, 20\_\_\_, 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.

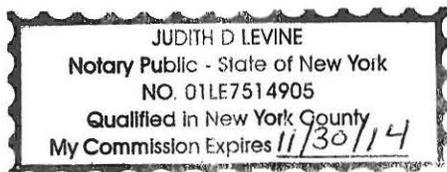
Notary Public

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
Ernesta G Bowman 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 2nd day of
April A.D., 2013.



Handwritten signature of Judith D. Levine