



HESS CORPORATION

1 Hess Plaza
Woodbridge, NJ 07095

JAY L. KOOPER
Director of Regulatory Affairs
Energy Marketing
(732) 750-7048
FAX: (732) 750-6670

April 29, 2010

VIA OVERNIGHT MAIL
Hon. Rosemary Chiavetta
Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

RECEIVED

APR 29 2010

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

RE: Hess Corporation
Electric Generation Supplier License A-110005
Proof of Registration as a PJM Load Serving Entity
Docket No. M-2010-2157431

Dear Secretary Chiavetta:

Pursuant to Secretary McNulty's March 18, 2010 correspondence to all licensed electric generation suppliers in the above-referenced docket, enclosed please find Hess Corporation's proof of registration as a PJM load serving entity, as reflected in the enclosed PJM Reliability Assurance Agreement signature page and PJM membership signature page.

In order to assist with our record keeping, please file stamp the enclosed copy and return it to me in the enclosed self-addressed stamped envelope included for that purpose. If you have any questions, please do not hesitate to contact me at (732) 750-7048. Thank you for your attention to this matter,

Sincerely,

Jay L. Kooper
Director of Regulatory Affairs

Enclosures



(a) The Reliability Committee shall endeavor to impose on any contractors retained to provide technical support or to otherwise assist with the administration of this Agreement a contractual duty of confidentiality that is consistent with this Section.

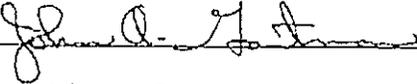
16.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

16.8 No Implied Waivers. The failure of a Party or the Reliability Committee to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's or the Reliability Committee's right to assert or rely upon any such provisions, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

16.9 No Third Party Beneficiaries. This Agreement is intended to be solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.

16.10 Dispute Resolution. Except as otherwise specifically provided in the Operating Agreement, disputes arising under this Agreement shall be subject to the dispute resolution provisions of the Operating Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

COMPANY: AMERADA HESS CORPORATION
BY: 
NAME: John A. Gartman
TITLE: Sr. Vice President, Energy Marketing
DATE: July 23, 1999

STANDARD FORM OF AGREEMENT TO BECOME
A MEMBER OF THE LLC

Any entity which wishes to become a signatory to the Agreement shall, pursuant to Section 11.6(c) thereof, tender to the President an application, upon the acceptance of which it shall execute a supplement to this Agreement in the following form:

Additional Member Agreement

1. This Additional Member Agreement (the "Supplemental Agreement"), dated as of JUNE 1, 1999, is entered into among Amerada Hess and the President of the LLC acting on behalf of its Members.

2. Amerada Hess has demonstrated that it meets all of the qualifications required of a Member to the Operating Agreement. If expansion of the PJM Control Area is required to integrate Amerada Hess Corp.'s facilities, a copy of Attachment J from the Tariff marked to show changes in Control Area boundaries is attached hereto. Amerada Hess Corp. agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.

3. Amerada Hess Corp. agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

4. Amerada Hess Corp. hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Mr. Scott M. Childs 1 Hess Plaza, Woodbridge, NJ 07095

5. The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members and to file it with regulatory authorities having jurisdiction.

6. The Operating Agreement is hereby amended to include Amerada Hess as a Member of the LLC thereto, effective as of January 1, 1999.

IN WITNESS WHEREOF, Amerada Hess Corp. and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

Members of the LLC

By: _____
Name: _____
Title: President and CEO

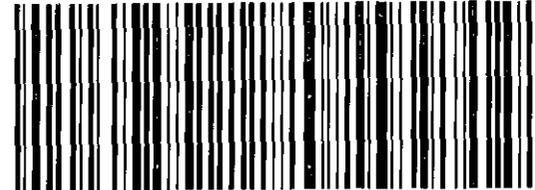
By: John A. Garrman
Name: John A. Garrman
Title: Sr. Vice President

FedEx

TRK# 8714 8444 0746

FRI - 30
PRIORITY 0

ZN MDTA



Emp# 716048 29APR10 LDJA

FedEx US Airbill
Express

FedEx Tracking Number 8714 8444 0746

1 From This portion can be removed for Recipient's records.
Date 4/29/10 FedEx Tracking Number 871484440746

Sender's Name Ray Kooder Phone 732 750-6000

Company HESS CORPORATION

Address 1 HESS PLZ

City WOODBRIDGE State NJ ZIP 07095-1229

2 Your Internal Billing Reference IS99013

3 To Recipient's Name Rosemary Chiavetta Phone

Company PA Public Utility HOLD Weekday Print FedEx location address below. NOT available for FedEx First Overnight. HOLD Saturday Print FedEx location address below. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

Address Commonwealth Keystone Building We cannot deliver to P.O. boxes or P.O. ZIP codes. Dept./Floor/Suite/Room

Address 400 North Street Print FedEx location address here if HOLD option is selected. City Harrisburg State PA ZIP 17120



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Form ID No.

4a Express Package Service * To most locations. Packages up to 150 lbs.

- FedEx Priority Overnight Next business morning. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx Standard Overnight Next business afternoon. Saturday Delivery NOT available. FedEx First Overnight Earliest next business morning delivery to select locations. Saturday Delivery NOT available. FedEx 2Day Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx Express Saver Third business day. Saturday Delivery NOT available.

4b Express Freight Service ** To most locations. Packages over 150 lbs.

- FedEx 1Day Freight Next business day. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx 1Day Freight Booking No. FedEx 2Day Freight Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx 3Day Freight Third business day. Saturday Delivery NOT available.

5 Pack FedE FedEx Box FedEx Tube Other

6 Sp S/ N/

TO: PUC (PUC)
Agency: PUC
Floor:
External Carrier: FedEx



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RECIPIENT: PEEL HERE