

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

**FORM S-8
REGISTRATION STATEMENT**
*under
the Securities Act of 1933*

HESS MIDSTREAM PARTNERS LP
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

36-4777695
(I.R.S. Employer
Identification No.)

**1501 McKinney Street
Houston, TX 77010
(713) 496-4200**
(Address of Principal Executive Offices)

HESS MIDSTREAM PARTNERS LP 2017 LONG-TERM INCENTIVE PLAN
(Full title of plan)

**Timothy B. Goodell
1501 McKinney Street
Houston, TX 77010
(713) 496-4200**
(Name and address of agent for service)

Copy to:
**William N. Finnegan IV
Thomas G. Brandt
Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
(713) 546-5400**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)(2)	Proposed Maximum Offering Price per Unit(3)	Proposed Maximum Aggregate Offering Price(3)	Amount of Registration Fee
Common Units representing limited partner interests	3,000,000	\$25.95	\$77,850,000	\$9,022.82

- (1) Represents the common units representing limited partner interests ("Common Units") of Hess Midstream Partners LP issuable pursuant to the Hess Midstream Partners LP 2017 Long-Term Incentive Plan (the "Plan") being registered hereby.
- (2) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the "Securities Act"), there are also being registered such additional Common Units as may become issuable pursuant to the adjustment provisions of the Plan.
- (3) Estimated solely for purposes of calculating the registration fee in accordance with Rule 457(c) and (h) under the Securities Act. The price for the Common Units being registered hereby is based on a price of \$25.95, which is the average high and low trading prices per Common Unit as reported by the NYSE on April 6, 2017.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Hess Midstream Partners GP LLC, a Delaware limited liability company (the “Company”), the general partner of Hess Midstream Partners GP LP, a Delaware limited partnership (the “General Partner”) and the general partner of Hess Midstream Partners LP (the “Registrant”), will provide all participants in the Hess Midstream Partners LP 2017 Long-Term Incentive Plan (the “Plan”) with the document(s) containing the information required by Part I of Form S-8, as specified in Rule 428(b)(1) promulgated by the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”). In accordance with the note to Part I of Form S-8 and Rule 428 of the Securities Act, the “Registrant has not filed such document(s) with the Commission, but such document(s) (along with the documents incorporated by reference into this registration statement on Form S-8 (this “Registration Statement”) pursuant to Item 3 of Part II hereof) shall constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed with the Commission by the Registrant are hereby incorporated in this Registration Statement by reference:

- (a) The Registrant’s prospectus filed pursuant to Rule 424(b) under the Securities Act (File No. 333-198896) relating to the Registrant’s registration statement on Form S-1, initially filed with the Commission on September 24, 2014 (as amended, and including exhibits, the “S-1 Registration Statement”);
- (b) The Registrant’s Current Report on Form 8-K filed on April 10, 2017; and
- (c) The description of the Registrant’s Common Units contained in the Registrant’s registration statement on Form 8-A (File No. 001-38050) filed with the Commission on April 3, 2017 pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), including any amendment or report filed for the purpose of updating, changing or modifying such description.

Except to the extent that information is deemed furnished and not filed pursuant to securities laws and regulations, all documents filed with the Commission by the Registrant pursuant to sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, subsequent to the date hereof and prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered hereby have been sold, or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents.

Any statement contained herein or incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Subject to any terms, conditions or restrictions set forth in the Registrant's Second Amended and Restated Agreement of Limited Partnership (the "Partnership Agreement"), Section 17-108 of the Delaware Revised Uniform Limited Partnership Act empowers a Delaware limited partnership to indemnify and hold harmless any partner or other persons from and against all claims and demands whatsoever.

Section 7.7(a) of the Partnership Agreement provides that the Registrant will indemnify and hold harmless the following persons (each, an "Indemnitee"), in most circumstances, to the fullest extent permitted by law, from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals:

- the General Partner;
- any departing general partner;
- any person who is or was an affiliate of the General Partner or any departing general partner;
- any person who is or was a manager, managing member, general partner, director, officer, employee, agent, fiduciary or trustee of any Group Member (as that term is defined in the Partnership Agreement), the General Partner or any departing general partner or any affiliate of any Group Member, the General Partner or any departing general partner or any of their respective affiliates;
- any person who is or was serving at the request of the General Partner or any departing general partner or any of their respective affiliates as a manager, managing member, general partner, director, officer, employee, agent, fiduciary or trustee of another person owing a fiduciary duty to any Group Member; provided that a person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services; and
- any person the General Partner designates as an Indemnitee for purposes of the Partnership Agreement because such person's status, service or relationship exposes such person to potential claims, demands, suits or proceedings relating to the Partnership Group's (as that term is defined in the Partnership Agreement) business and affairs.

Any indemnification described above will be made only out of the Registrant's assets. The General Partner shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Registrant to enable the Registrant to effectuate such indemnification.

Section 7.7(b) of the Partnership Agreement provides that, to the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an Indemnitee who is indemnified in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Registrant prior to a final and non-appealable judgment entered by a court of competent jurisdiction determining that the Indemnitee is not entitled to be indemnified upon receipt by the Registrant of any undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized by Section 7.7 of the Partnership Agreement.

Section 7.7(d) of the Partnership Agreement provides that the Registrant may purchase and maintain (or reimburse the General Partner or its affiliates for the cost of) insurance, on behalf of the General Partner, its affiliates and such other persons as the General Partner shall determine, against any liability that may be asserted

against, or expense that may be incurred by, such person in connection with the Registrant's activities or such person's activities on behalf of the Registrant, regardless of whether the Registrant would have the power to indemnify such person against such liability under the Partnership Agreement.

In addition, Section 8(b) of the IPO Underwriting Agreement (as defined in the Partnership Agreement) provides for the indemnification of the Registrant, the General Partner, Hess Infrastructure Partners LP and the Company, and the directors and officers of the Company who signed the S-1 Registration Statement and each person who controls the Registrant, including indemnification for liabilities under the Securities Act.

Under the third amended and restated agreement of limited partnership of the General Partner (the "GP Agreement"), in most circumstances, the General Partner will provide indemnification similar to that in the Partnership Agreement for each of the following: (i) each of the partners of the General Partner, (ii) any person who is or was an affiliate of the General Partner (other than the Partnership and its subsidiaries), (iii) any person who is or was a member, partner, director, officer, fiduciary or trustee of the General Partner or any affiliate of the General Partner (other than the Partnership and its subsidiaries), (iv) any person who is or was serving at the request of the General Partner or any affiliate of the General Partner as an officer, director, member, manager, partner, fiduciary or trustee of another person; provided, however, that a person shall not be an indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services, and (v) any person designated by the Company as an "Indemnitee" for purposes of the GP Agreement.

The General Partner may purchase insurance covering its officers and directors against liabilities asserted and expenses incurred in connection with their activities as officers and directors of the General Partner or any of its subsidiaries.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
3.1*	Amended and Restated Certificate of Limited Partnership of Hess Midstream Partners LP (incorporated by reference to Exhibit 3.1 to Hess Midstream Partners LP's Current Report on Form 8-K filed with the Commission April 10, 2017).
3.2*	Second Amended and Restated Agreement of Limited Partnership of Hess Midstream Partners LP (incorporated by reference to Exhibit 3.3 to Hess Midstream Partners LP's Current Report on Form 8-K filed with the Commission on April 10, 2017).
4.1*	Hess Midstream Partners LP 2017 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.1 to Hess Midstream Partners LP's Current Report on Form 8-K filed with the Commission on April 10, 2017).
4.2*	Form of Phantom Unit Award Agreement under the Hess Midstream LP 2017 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.14 to Amendment No. 9 to Hess Midstream Partners LP's registration statement on Form S-1 (File No. 333-198896), filed with the Commission on February 13, 2017).
5.1	Opinion of Latham & Watkins LLP as to the legality of the securities being registered.
23.1	Consent of Ernst & Young LLP.
23.2	Consent of Latham & Watkins LLP (included in Exhibit 5.1).
24.1	Power of Attorney (included on the signature page hereof).

* Incorporated herein by reference as indicated.

Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that the undertakings set forth in paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
 - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions described under Item 6 above, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the

successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on April 10, 2017.

HESS MIDSTREAM PARTNERS LP

By: HESS MIDSTREAM GP LP, its general partner

By: HESS MIDSTREAM PARTNERS GP LLC, its general partner

By: /s/ Jonathan C. Stein

Name: Jonathan C. Stein

Title: Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Jonathan C. Stein and John A. Gatling, each of them, any of whom may act without the joinder of the other, as his true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including pre-effective and post-effective amendments) to this Registration Statement and any additional registration statement pursuant to Rule 462(b) under the Securities Act, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities indicated below on April 10, 2017.

<u>Name</u>	<u>Title</u>
<u>/s/ John B. Hess</u> John B. Hess	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)
<u>/s/ Jonathan C. Stein</u> Jonathan C. Stein	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)

/s/ John P. Rielly
John P. Rielly

Director and Vice President

/s/ Gregory P. Hill
Gregory P. Hill

Director

/s/ William J. Brilliant
William J. Brilliant

Director

/s/ William A. Woodburn
William A. Woodburn

Director

/s/ David W. Niemiec
David W. Niemiec

Director

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* Incorporated herein by reference as indicated.

LATHAM & WATKINS LLP

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April 10, 2017

Hess Midstream Partners LP
1501 McKinney Street
Houston, Texas 77010

Re: Registration Statement on Form S-8 with respect to 3,000,000 Common Units

Ladies and Gentlemen:

We have acted as special counsel to Hess Midstream Partners LP, a Delaware limited partnership (the "**Partnership**"), in connection with the proposed issuance of up to 3,000,000 common units representing limited partner interests in the Partnership (the "**Common Units**"), issuable under the Hess Midstream Partners LP 2017 Long-Term Incentive Plan (the "**Plan**"). The Common Units are included in a registration statement on Form S-8 under the Securities Act of 1933, as amended (the "**Act**"), filed with the Securities and Exchange Commission (the "**Commission**") on April 10, 2017 (the "**Registration Statement**"). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or related Prospectus, other than as expressly stated herein with respect to the issue of the Common Units.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the general partner of the Partnership and others as to factual matters without having independently verified such factual matters. We are opining herein as to the Delaware Revised Uniform Limited Partnership Act (the "**Delaware Act**"), and we express no opinion with respect to any other laws.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, when the Common Units shall have been duly registered on the books of the transfer agent and registrar therefor in the name or on behalf of the recipient, and have been issued by the Partnership against payment therefor in the circumstances contemplated by the Plan, assuming in each case that the individual grants or awards under the Plan are duly

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authorized by all necessary limited partnership action and duly granted or awarded and exercised in accordance with the requirements of law and the Plan (and the agreements and awards duly adopted thereunder and in accordance therewith), the issuance and sale of the Common Units will have been duly authorized by all necessary limited partnership action of the Partnership, and the Common Units will be validly issued and, under the Delaware Act, recipients of the Common Units will have no obligation to make further payments for their receipt of Common Units or contributions to the Partnership solely by reason of their ownership of Common Units or their status as limited partners of the Partnership, whether arising in contract, tort or otherwise, solely by reason of being limited partners of the Partnership.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Latham & Watkins LLP

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement on Form S-8 pertaining to the Hess Midstream Partners LP 2017 Long-Term Incentive Plan of our reports dated February 13, 2017, with respect to the combined financial statements of Hess Midstream Partners LP Predecessor and the financial statements of Hess Midstream Partners LP included in Amendment No. 11 to the Registration Statement (Form S-1 No. 333-198896), filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Houston, Texas
April 7, 2017