

STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

In the Matter of Retail Access Business Rules.

Case 98-M-1343

**PETITION OF M&R ENERGY RESOURCES CORP. FOR
REHEARING, RECONSIDERATION & CLARIFICATION OF THE
ORDER IMPLEMENTING GBL 349-D AND
MOTION FOR STAY OF IMPLEMENTATION**

M&R Energy Resources Corp. (“M&R” or “Petitioner”) petitions for rehearing, reconsideration and clarification (“Petition”), in accordance with Public Service Law Section 23 and 16A NYCRR Section 3.7, of the November Order *Adopting Modifications to the Uniform Business Practices*, issued by the New York Public Service Commission (“PSC” or “Commission”) on November 13, 2025 (“November Order”), and further Motion for Stay. The regulations permit rehearing to be sought on the grounds that the Commission committed an error of law or fact or that new circumstances warrant a different determination.

I. SUMMARY

M&R is an ESCO that offers a Guaranteed Savings Product (“GSP”) to its natural gas customers. M&R respectfully petitions for rehearing, reconsideration, and clarification of the November Order adopting modifications to the Uniform Business Practices to implement GBL § 349-d. While the statute establishes targeted consumer protections, the November Order unlawfully expands statutory requirements, collapses the Legislature’s renewal-by-notice framework into a blanket affirmative-consent mandate, and imposes compliance obligations that are legally unsupported and operationally impossible.

The November Order commits multiple errors of law by redefining “Material Change” and “Express Customer Consent” in ways that exceed the statute’s plain language, by deeming all renewal changes “material” regardless of statutory triggers, and by treating ordinary performance

under variable-rate and guaranteed-savings agreements as repeated contract amendments requiring renewed consent. These interpretations eliminate the renewal-by-notice pathway expressly preserved by the Legislature and impose conditions the Legislature never enacted.

The November Order is also arbitrary and capricious. It acknowledges that its interpretation will generate customer confusion, increase complaints, and impose unnecessary administrative burdens, yet mandates precisely those outcomes. By treating month-to-month service as expiring and renewing each month and requiring express consent for each price movement, the November Order creates a perpetual loop of overlapping notices and consent solicitations that cannot be reconciled within utility pricing, enrollment, or billing timelines. A regulatory regime that cannot be complied with as written is inherently unreasonable.

In addition, the November Order disregards settled reliance interests. ESCOs like M&R structured products, disclosures, and systems in reliance on prior Commission policy, including guaranteed-savings offerings designed to deliver measurable customer benefits. The November Order retroactively destabilizes those products without transition or justification, effectively forcing their elimination and depriving customers—particularly low-income customers—of guaranteed savings.

Finally, the November Order's categorical prohibition on electronic delivery of renewal notices is unsupported by evidence and inconsistent with Commission-approved utility practices that allow customers to opt into paperless billing and communications.

For these reasons, M&R respectfully requests that the Commission grant rehearing, rescind or clarify the unlawful provisions, confirm that express consent is required only for material changes expressly identified in GBL § 349-d, exempt continued Guaranteed Savings Products from renewal-triggering treatment, permit opt-in electronic delivery of notices, and stay the

effective date of the November Order pending final resolution. Implementing M&R’s recommendations will accomplish the Commission’s goal that the “[t]he modifications to the GBL direct consumer protections related to price and product transparency” ensure “that “ESCO customers (1) have all the necessary information before deciding whether or not to renew an ESCO contract, and (2) are informed of and given an opportunity to consent to or reject material changes an ESCO may make to their agreement, including changes in price.”¹

II. PROCEDURAL HISTORY

General Business Law (“GBL”) § 349-d (“GBL 349-d”) requires energy service companies (“ESCOs”) to [GBL 349d(6)] receive express consent from residential customers and commercial customers solicited via a door-to-door marketing for changes in contract price or to/from fixed or variable pricing² and [GBL349-d(7)] provide specific information in renewal notices issued to those customers.³ On March 26, 2024, the New York Department of Public Service issued a Staff Proposal proposing modifications to the Uniform Business Practices (“UBP”) to incorporate these Amendments.⁴ The Staff Proposal outlined an implementation plan for the Amendments by amending the UBP. On April 17, 2024, the Public Service Commission (“Commission”) issued a State Administrative Procedure Act (“SAPA”) Notice of Proposed Rulemaking offering an opportunity to comment on the Proposal.⁵ Subsequently, on November 13, 2025, the Commission issued an order adopting the Staff Proposal with modifications, setting as the effective date for the UBP Amendments December 31, 2025.

¹ November 2025 Order at 10.

² See GBL 349-d(6) (“No material change shall be made in the terms or duration of any contract for the provision of energy services by an ESCO without the express consent of the customer. A change in price or a change to or from fixed or variable pricing shall be deemed to be material.”).

³ See GBL 349-d(7).

⁴ See Staff Proposal for Implementing Stronger Price Transparency for Consumers (Mar. 26, 2024) (“Proposal”).

⁵ See New York State Register, Vol. XLVI, Issue 16 (Apr. 17, 2024), at 16 [SAPA No. 98-M-1343SP26].

III. STANDARD OF REVIEW

A. Rehearing Standard

A petition for rehearing may be sought only on the grounds that the Commission committed an error of law or fact or that new circumstances warrant a different determination. The Commission may also, in its discretion, reconsider its own orders. See Case 14-W-0307, *Petition of Forever Wild Water Company, Inc. for Approval to Use Escrow for Financing the Replacement of a Water Tank*, Order Granting Reconsideration (issued Sept. 17, 2015) (exercising discretion to grant reconsideration)

B. Governing Legal Principles Regarding the Implementation of Statutes

It is well settled under New York law that an administrative agency may not promulgate rules or adopt interpretations that conflict with, expand, or recast clear legislative directives. Where statutory language is specific, agencies may not add extratextual prerequisites or redefine statutory triggers through administrative gloss. Regulations inconsistent with the enabling statute are invalid, and agency interpretations that contravene unambiguous statutory language are not entitled to deference.

Consistent with these principles, *Kurcsics v. Merchants Mut. Ins. Co.*⁶ instructs that when the issue is one of straightforward statutory interpretation, courts look to the text and do not defer to an agency view that contravenes the statute's plain language. Likewise, *Boreali v. Axelrod*⁷ reflects that agencies may not effectively legislate policy choices reserved to the Legislature.

⁶ *Kurcsics v. Merchants Mut. Ins. Co.*, 49 N.Y.2d 451 (1980) (plain meaning controls; agency interpretation cannot override statutory text)

⁷ *Boreali v. Axelrod*, 71 N.Y.2d 1 (1987) (agency may not usurp legislative policymaking)

IV. REQUESTS FOR CLARIFICATION, REHEARING, OR RECONSIDERATION

A. The Adopted Definitions Of “Express Customer Consent” And “Material Change” Are Inconsistent With GBL 349-d And Constitute An Error Of Law

The Commission’s adoption of new definitions for “Express Customer Consent” and “Material Change” in UBP § 1 is inconsistent with GBL § 349-d and constitutes an error of law. These definitions are unnecessary, create ambiguity, and alter—rather than implement—the statutory scheme.

Instead of conforming to GBL § 349-d, the Commission’s definitions expand statutory triggers and impose extra-textual prerequisites. The November Order defines “Material Change” as “any change that affects the rates, terms, and conditions of service contained in the customer agreement,”⁸ sweeping far beyond the statute’s targeted triggers, price changes, and fixed/variable shifts, and risking enforcement for changes the Legislature did not deem material. Likewise, the November Order defines “Express Customer Consent” as “consent given directly and knowingly”⁹ and requires that it be maintained in a verifiable format. Adding “directly” introduces a prerequisite absent from GBL § 349-d, exceeding statutory authority.

The Commission asserts that definitions are needed because the terms appear in the UBP and have “specific meaning”, but administrative preference does not authorize adding qualifiers where the statute already supplies controlling content and the UBP addresses authorization and record retention.

⁸ November Order at Appendix A, p34.

⁹ *Id.*

Due to these issues, the Commission should remove both definitions as the statute can be applied by updating UBP provisions directly rather than adding new glossary terms. Alternatively, M&R proposes the following definitions:

- “Material Change” to mean “a change in price, pricing structure, product or service type, or duration.”
- “Express Customer Consent” to mean “an affirmative, informed agreement to the material terms of the contract or amendment, evidenced in a verifiable record (paper or electronic) maintained by the ESCO.”

B. The Commission Committed An Error Of Law By Unlawfully Expanding the Statutory Affirmative-Consent Requirement for Contract Renewals

1. The November Order adopted a categorical affirmative-consent prerequisite for renewal that the Legislature did not enact.

The November Order imposes a blanket rule requiring express consent for any renewal change, stating that “[a]ll changes made to any customer’s agreement upon contract renewal ... will be considered a material change and will require the ESCO to obtain express customer consent for renewal.”¹⁰ This converts GBL § 349-d’s targeted trigger—consent required only for material changes—into an across-the-board affirmative-consent requirement whenever any term differs.

This approach disregards the statute’s structure, which preserves two distinct concepts: first, material changes require express consent; second, ESCOs may renew a contract by sending a compliant renewal notice within the statutory window, even without express consent, subject to early termination fee consequences. This interpretation is supported by the statement: “This shall not restrict an ESCO from renewing a contract by clearly informing the customer in writing, not less than thirty days nor more than sixty days prior to the renewal date, of the renewal terms and the customer’s option to reject the renewal terms.”¹¹ That language confirms there is no statutory

¹⁰ November Order at 35, Appendix A, UBP § 5.B.5.d)

¹¹ *Id.*

requirement for express consent to renew a contract. By deeming all renewal changes “material,” the November Order collapses this renewal-by-notice pathway into an empty formality, effectively nullifying the Legislature’s explicit design.

The November Order goes further by treating price movement itself—including changes under variable-rate agreements—as triggering recurring consent obligations. It states that ESCOs must obtain express consent for monthly rate changes and reiterates that notice and consent are required if a material change occurs in any given month, including a change in price as part of a variable rate agreement. This interpretation ignores the legal distinction between a change to contract terms and performance under agreed pricing mechanics. Customers who consent up front to a variable-rate product have already authorized future price adjustments under disclosed terms; requiring renewed consent for each adjustment misapplies the statute and creates unnecessary administrative burdens.

New York law prohibits agencies from adding conditions that the Legislature did not impose. The Legislature did not say “all changes at renewal are material” or “renewal requires express consent whenever renewal terms differ.” Instead, it used a limiting term—“material”—identified specific triggers, and preserved the renewal-by-notice pathway. The Commission cannot rewrite this statutory scheme into a categorical affirmative-consent requirement for all renewals.

Rehearing should be granted to vacate the portion of the UBP renewal rule deeming all changes material and clarify that express consent is required only for material changes as defined by GBL § 349-d, while maintaining the statutory renewal-by-notice option.

C. The Commission Should Clarify That Additional Customer Consent Is Not Required Where A Customer Consents To A Rate Change At The Time Of Contracting

The Commission asserts that “the GBL does not provide any such exception for variable rate agreements,” and therefore every price change under such agreements requires renewed

express customer consent. This interpretation misreads GBL § 349-d and disregards both its structure and legislative intent.

1. The Commission's position on variable rate agreements conflicts with the GBL § 349-d.

GBL § 349-d requires express customer consent for material changes, specifically when moving to or from fixed or variable pricing. However, the statute does not treat every price change within a variable rate agreement as a material change. Instead, it recognizes that variable rate products are designed to fluctuate in price according to market conditions or other agreed-upon factors. Once a customer consents to a variable rate agreement, subsequent price changes under the disclosed terms are not new agreements, but performance under the existing contract.

2. Distinguishing contractual performance from a change to contract terms.

Treating each price change as a material change requiring renewed consent conflates contract performance with contract amendment. When a customer agrees to a variable rate product, they expressly consent to future price changes as part of the contract's terms. Requiring recurring consent for every price adjustment would undermine the nature of variable rate agreements and create unnecessary administrative burdens for both ESCOs and customers.

Furthermore, the renewal-by-notice pathway preserved in GBL § 349-d allows ESCOs to renew contracts by providing advance written notice of renewal terms and the customer's option to reject those terms. This structure contemplates that customers can continue in variable rate agreements with price changes, so long as the terms are disclosed and the customer is informed of their rights. The statute does not require express consent for each price change within an ongoing variable rate agreement, but only when the fundamental pricing structure is altered.

M&R seeks clarification that where an ESCO has clearly disclosed, at the time of contracting, the pricing structure applicable over the life of the agreement, and the customer has

provided express consent to those disclosed terms, no additional express consent is required when prices adjust in accordance with that structure. Such clarification would give effect to the statutory language, align with the Commission’s adopted framework, and avoid unnecessary customer confusion or administrative burden without diminishing consumer protections.

D. Guaranteed Savings Products Fit Within the Statutory Structure and Should Not Be Treated as “Renewals” Requiring Affirmative Consent

The November Order transforms renewal of a GSP into an across-the-board affirmative-consent regime, even when the customer remains in the same product. Whatever the merits of that approach in the abstract, it becomes legally and practically unworkable when applied to Guaranteed Savings Products (“GSPs”), because a GSP is not priced as a single month-by-month “rate promise” in the way the November Order’s renewal/consent logic assumes.

M&R developed and deployed its GSP in direct reliance on the Commission’s December 12, 2019 Reset Order.¹² In that Order, the Commission adopted strict limits on mass-market ESCO offerings—prohibiting commodity-only products that lack energy-service-based value and permitting continued mass-market service only through defined compliant pathways, including guaranteed-savings structures that ensure customers pay less than the utility on an annually reconciled basis with credits or refunds if needed.

- 1. For a GSP, “price” is defined by the benchmarked savings outcome over the customer’s service period – so ordinary administration of the product is not a “renewal-triggering” price change.***

A GSP is committed to ensuring that customers achieve savings compared to the utility supply price throughout their service period—calculated at least annually, or over the shorter term if the customer’s tenure is less than one year. Accordingly, the customer is assured a benchmarked

¹² Case 15-M-0127 et al., ESCO Eligibility, Order Adopting Changes to the Retail Access Energy Market and Establishing Further Process (issued December 12, 2019).

savings outcome for the duration of the agreement, rather than a fixed commodity rate from the ESCO.

This distinction is significant because the November Order’s approach to monthly renewals interprets any price movement as distinct “changes” necessitating renewed express consent to continue service. However, under a GSP, the fundamental pricing structure remains unchanged; the customer continues to receive the same benchmarked guarantee, and interim billing rates serve only as administrative tools until the final true-up verifies compliance with the guarantee. Treating these interim adjustments as repeated “renewals” requiring affirmative consent does not align with the “material change” requirement set forth in GBL § 349-d. Instead, it inaccurately categorizes ongoing performance under an existing agreement as the commencement of a new agreement requiring reauthorization.

2. The November Order’s own discussion shows why a rigid, literal approach produces consumer harm and product unavailability—especially for low-income customers.

The November Order’s model of “expire and renew each month,” when coupled with its treatment of monthly price changes as a trigger for material-change consent, results in a framework that cannot be reasonably interpreted in accordance with statutory requirements. This infeasibility illustrates that the November Order is predicated on a misapplication of the law and, independently, is arbitrary and capricious due to its failure to provide a clear rationale for how compliance should be achieved within the context of actual utility pricing and enrollment timeframes. The recurrent requirement for consent underscores both a misapplication of legal standards and, separately, arbitrary and capricious decision-making, as the November Order does not delineate a viable path to compliance under the statute’s renewal-notice provisions.

3. The correct line is the statutory one: consent is required when the customer's product/pricing structure changes – not when the customer stays on the same GSP.

The statute establishes a straightforward requirement: material changes necessitate express customer consent. It is not intended to mandate repeated authorizations for an unchanged product solely due to periodic rate setting as part of its administration. With respect to GSPs, the sole circumstance warranting treatment as a renewal, thereby requiring affirmative customer consent, is a departure from the guaranteed-savings framework; specifically, transitioning the customer to a non-GSP offering or modifying the savings guarantee such that it no longer ensures savings relative to the utility benchmark. This marks the point at which the customer's risk profile shifts and the terms of the agreement are materially impacted.

4. Policy considerations underscore why the Commission should clarify that renewal obligations are triggered only by a switch away from a GSP, not by continued service under a GSP.

The Commission's current interpretation is to phase out GSPs, including those aimed at low-income customers, which contradicts earlier policies that promoted verifiable consumer savings. Rigid enforcement of renewal and affirmative consent requirements in GSP administration introduces complexity without providing additional consumer protections and will lead to ESCOs eliminating this product offering.

A literal and strict application of the renewal/affirmative-consent construct to GSP pricing mechanics disregards longstanding policy goals. Requiring repetitive renewal treatment and affirmative consent in circumstances where the customer remains on the same guaranteed-savings structure adds friction without improving consumer protection and undermines the policy objective of enabling customers—especially vulnerable customers—to realize measurable savings.

Furthermore, the Commission’s approach undoes prior progress by voiding products designed to comply with earlier Commission directives and approvals that achieved consumer savings.

5. Reliance on the Commission’s December 12, 2019 “Reset” Order in this proceeding.

M&R relied on that framework to build a compliant product from the ground up, including contract and disclosure language, billing logic, reconciliation/true-up processes, customer service protocols, and compliance reporting. The November 2025 Order’s interpretation now threatens to render that Commission-permitted product unworkable by treating ordinary administration of an unchanged guaranteed-savings structure as serial renewal-triggering events requiring recurring express consent.

The Commission should not effectively nullify reliance on prior Commission directives issued in this same docket – particularly where the resulting disruption eliminates an offering designed to deliver verifiable customer savings.

6. Grandfather Existing GSP Customers; Alternatively, Exempt GSP Customers From Affirmative Consent Requirements

M&R requests clarification that continued service under an unchanged GSP program is not a renewal-triggering event and does not require recurring express customer consent. Consent should apply only when the customer is moved from the GSP to a non-GSP offering, or when the savings guarantee is modified or removed such that the customer is no longer assured savings relative to the applicable utility benchmark.

In addition, the Commission should grandfather all customers currently enrolled in M&R’s GSP as of the UBP Amendments’ effective date and confirm that those customers may continue receiving service under their existing GSP agreements, without repeated renewal/consent solicitations, unless and until there is an actual change away from the guaranteed-savings structure

(i.e., transition to a non-GSP product or removal/modification of the savings guarantee). Any revised renewal/consent implementation should apply prospectively to new enrollments and to customers who experience a true product-structure change.

In the alternative, and at a minimum, the Commission should exempt GSPs from the affirmative-consent requirement as applied to periodic billing-rate administration under an unchanged guaranteed-savings structure. By design, the GSP includes customer authorization at enrollment for periodic pricing adjustments necessary to deliver savings against the local utility benchmark. The customer's consent occurs when the customer enters into the GSP agreement and agrees to the guaranteed-savings structure. If the ESCO does not meet the guaranteed savings parameters, the ESCO is contractually required to issue a credit. Under this structure, the customer has already provided the affirmative authorization needed for the pricing administration required to deliver and verify the guaranteed savings outcome, and continued administration of the same mechanism should not be treated as a serial "renewal" requiring repeated consent. This transition is necessary to avoid forcing customers out of a savings-guarantee product for purely administrative reasons.

E. The November Order is arbitrary and capricious because it transforms a continuous month-to-month relationship (including GSP) into an operationally impossible "monthly renewal" regime

1. The way the November Order is interpreted leads to an unreasonable and unworkable outcome that the statute does not sensibly support.

The November Order interprets month-to-month agreements as expiring and renewing each month and requires consent for monthly price changes. This produces overlapping solicitations and perpetual consent churn—an absurd result contrary to legislative intent. A notice statute cannot be read to require an infinite loop of renewal notices. The November Order concedes that monthly renewal communications would "generate customer confusion," "increase

complaints,” and impose “unnecessary administrative burdens” yet mandates exactly that outcome.

That interpretation is an error of law because it applies the statute’s renewal-timing construct to a one-month billing cycle in a way that cannot operate as written and necessarily collapses into overlapping, perpetual solicitations. Using the illustrative facts here—billing periods beginning on the first of each month, a one-year term expiring January 31, and a guaranteed-savings month-to-month continuation thereafter—the November Order’s “expire and renew each month” premise, combined with a requirement to secure express consent when pricing changes month-to-month, forces a rolling 30–60 day consent process that overlaps from one month to the next indefinitely. The customer is asked to affirmatively consent for February while still in January, then to affirmatively consent for March before the February consent process is concluded, and so on for each month. That is not a coherent reading of a consumer-protection notice statute, and it is precisely the kind of unworkable/absurd construction that should be rejected as a matter of law.

The November Order’s interpretation still compels that exact outcome for variable-rate month-to-month service because it treats monthly price movement as a material change requiring express consent. A statutory construction that produces a perpetual “stream” of overlapping notices and confusion by design is not a faithful interpretation of legislative intent.

2. The November Order fails to address the operational impossibility of monthly affirmative consent under utility pricing and enrollment timelines.

The November Order’s approach is arbitrary and capricious because it ignores a critical practical constraint: monthly affirmative consent cannot be obtained or implemented within existing utility timelines.

Natural gas enrollments require at least ten business days for EDI processing, yet utilities typically publish default supply rates only days before the month begins because pricing depends on late-month market settlements. As a result, the benchmark needed to confirm “guaranteed savings” is not available until after the 30–60 day advance-consent window has passed. The November Order’s response, suggesting “increased customer awareness and vigilance,”¹³ offers no workable solution and fails to explain how ESCOs can comply when benchmark rates are unavailable, and enrollment changes cannot be processed in time. Ignoring these realities while mandating monthly consent for price changes is arbitrary and capricious.

Because the November Order’s “expire and renew each month” premise, combined with its treatment of monthly price movement as a material change requiring express consent, creates an unworkable and confusing regime, the November Order is affected by an error of law and is arbitrary and capricious. Rehearing is warranted so the Commission can adopt an interpretation consistent with the statute’s notice-timing framework rather than one that devolves into overlapping monthly consent solicitations that cannot be executed within real-world pricing and enrollment timelines.

3. Utilities must be required to publish monthly rates earlier.

If the Commission expects ESCOs to obtain affirmative customer consent prior to each monthly period, utilities must also be required to publish their monthly default supply rates at least thirty (30) days in advance of the month to which those rates apply. Without that requirement, ESCOs often cannot provide customers with the core information necessary to evaluate “guaranteed savings” (i.e., the applicable utility benchmark rate) until only days before the new month begins. In that circumstance, affirmative consent cannot realistically be obtained and

¹³ November Order at 27.

implemented in time for the next monthly period, and the rule functions as a de facto mechanism that forces customers back to utility service by default—not because of an informed customer choice, but because the benchmark price information is unavailable within the advance-consent framework.

F. Mandating Hard Copies of Renewal Is Arbitrary And Capricious: Commission Should Specify That ESCOs May Send Renewal Notices Electronically When Customers Choose Electronic Delivery

The November Order requires ESCOs “to mail physical notices for all required ESCO notifications” because “not every customer has access to a computer or the internet” and electronic delivery could result in customers not receiving required notices.¹⁴ That concern does not justify a blanket prohibition on electronic delivery. At most, it supports a default rule of physical mail unless and until a customer affirmatively elects electronic delivery.

Utility practice demonstrates that the Commission can protect customers without mandating paper for everyone. Con Edison, for example, affirmatively encourages customers to “Go Paperless” and enroll in eBill through My Account.¹⁵ If customers may elect electronic delivery for core billing and account communications, the Commission should not deem electronic delivery categorically unreliable for ESCO renewal notices.

Many ESCOs already communicate with customers electronically, and email delivery provides auditable records (sent timestamps, delivery confirmations where available, and retention) that can strengthen compliance and consumer protection—particularly where the November Order emphasizes verifiable retention and producible records for consent and related

¹⁴ November Order at 30.

¹⁵ See <https://www.coned.com/en/accounts-billing/payment-options> (last checked 12/14/25).

obligations. Forcing universal hardcopy mailing materially increases costs materially without showing that an opt-in electronic option would reduce consumer protection.

Accordingly, rehearing (or, at a minimum, clarification) is warranted to confirm that ESCOs may deliver renewal notices and related regulatory notices electronically when the customer affirmatively elects to receive communications electronically, with physical mail remaining the default for customers who do not opt in. This opt-in framework directly addresses the November Order's access concern while aligning compliance with modern customer practices and established utility paperless-billing options.

V. MOTION FOR STAY

The UBP Amendments adopted in the Commission's November 13, 2025 Order are scheduled to take effect on December 31, 2025. Absent a stay or implementation extension, M&R must implement material operational changes immediately, including system reprogramming, revised enrollment/renewal workflows, revised notice protocols, and customer communication changes, under standards that remain unclear as applied to month-to-month, variable-rate, and guaranteed-savings products. These changes cannot be implemented responsibly on the current schedule without substantial disruption to customers and a significant risk of inconsistent or erroneous compliance.

In particular, absent clarification and a stay, M&R will be forced to suspend or discontinue its GSP because the November Order's renewal/consent construct treats ordinary product administration as repeated renewal-triggering events. Customers would lose an offering designed to provide verifiable savings relative to utility supply, not due to an informed customer decision but because continued administration is rendered impracticable under the adopted interpretation.

A short stay (or extension of the effective date) is therefore necessary to prevent customer confusion and market disruption while the Commission considers rehearing and issues clarifying guidance.¹⁶

VI. CONCLUSION

M&R respectfully requests that the Commission grant this Petition for Rehearing, Reconsideration, and Clarification and provide proper guidance, as requested. Additionally, M&R seeks a Stay of the Effective Date to ensure fair implementation and adherence to the new rules implementing the GBL 349-d until sixty (60) days following issuance of a Clarifying Order and/or Ruling on the Requests for Rehearing.

Respectfully submitted,

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¹⁶ M&R plans to file an extension request of the December 31, 2025, deadline with the Commission Secretary at least three days prior to the affected deadline.