# Response ID ANON-2C4U-5X5P-G

Submitted to Renewable Electricity Generation Bill
Submitted on 2026-10-21 17:15:20

## Introduction

1 What is your name?

name:
[redacted]

2 What is your email address?

email address:
[redacted]

3 Are you providing a submission on behalf of an organisation or business?

Yes

If yes, please provide the name of the organisation or business below:

Indaver (NI) Ltd

## Consent

4 Please confirm that you have read the Northern Ireland Assembly Committee's Privacy Notice by clicking the button below.

yes:
Yes

5 How would you like your submission to be published?

Yes. Publish but with my personal information and any content that could be used to identify me redacted.

## Clause 1 - Overview of this Act

6 Do you agree that Contracts for Difference should be the basis for encouraging renewable electricity generation?

Yes

If no, how should this clause be amended?:

7 Do you agree that the generating contracts should be managed using a counterparty?

Yes

If yes, who should the counterparty be?:

Indaver does not hold a view on a preferred counterparty. However, if the scheme is to be in keeping the UK more generally, the Low Carbon Contracts Company is likely the most appropriate counterparty to utilise.

If no, how should this clause be amended?:

8 Do you agree that the costs of the counterparty should be met by a supplier levy?

Yes

If no, how should this clause be amended?:

9 Do you have any further amendments that you would like to propose to this clause?

clause 1:

No

## Clause 2 - Contracts for Difference

10 Do you agree that the Department should be able to make regulations in respect of the key terms and payments of the Contracts for Difference?

Yes

If no, how should this clause be amended?:

11 Do you have any further amendments that you would like to propose to this clause?

clause 2 :

The proposed approach provides the flexibility needed to ensure the scheme can adapt to changing market conditions while maintaining investor confidence. In particular, Indaver supports the proposed 15-year CfD term set out in the High-Level Design and Final Scheme Design. A 15-year contract duration is consistent with support schemes in other jurisdictions, including the Republic of Ireland, and provides the long-term revenue certainty required to support investment in capital-intensive renewable energy projects. This certainty helps reduce financing risk and the cost of capital, ultimately contributing to more competitive auction outcomes and better value for consumers. At the same time, a 15-year term avoids locking into support arrangements for an unnecessarily extended period, ensuring an appropriate balance between investor certainty and future market flexibility if technology needs change.

## Clause 3 - Eligible generators and eligible generating stations

12 Do you agree that the Department should be able to make regulations in respect of the definition of eligible electricity generating activities?

Yes

If no, how should this clause be amended?:

However, in the making of regulations defining eligible electricity generating activities, it is important that the Department adopts a broad and technology-agnostic approach. The regulations should not be limited to the technologies proposed for inclusion in the first Renewable Electricity Price Guarantee (REPG) auction, namely onshore wind and solar PV. Instead, they should be drafted with sufficient flexibility to accommodate a range of renewable electricity technologies, both now and in the future.
A narrow definition of eligible generation risks unnecessarily constraining future auction design and could limit the Department's ability to respond to evolving market conditions, technological developments, and wider system needs. The regulations should therefore provide an enabling framework capable of supporting the deployment of emerging and established renewable technologies over the long term. This will be important in supporting Northern Ireland's ambition to achieve 80% renewable electricity consumption by 2030 and net zero objectives by 2050 under the Climate Change Act (Northern Ireland) 2022.
Where technologies must be identified within the regulations, the list should be as broad as possible and, at a minimum, reflect the technologies previously considered within the Department's High-Level Design for a New Renewable Electricity Support Scheme for Northern Ireland. These technologies include onshore wind, offshore wind, solar PV, geothermal, hydro, tidal and wave energy, anaerobic digestion, biogas, landfill gas, biomass, energy from waste (EfW), and hybrid projects incorporating renewable generation and battery energy storage.

13 Do you have any further amendments that you would like to propose to this clause?

clause 3:

Particular consideration should be given to the inclusion of renewable technologies capable of providing synchronous generation and other system support benefits. As Northern Ireland moves towards increasingly high levels of renewable penetration and conventional thermal generation progressively retreats off the grid, technologies such as EfW, biomass and biogas can play an important role in supporting system stability and security of supply while continuing to contribute renewable electricity generation. The value of such technologies extends beyond electricity output alone and will become increasingly important as the generation mix evolves.
In Indaver's view, the future regulations outlining eligible generation technologies should be focused on establishing a broad technology-agnostic framework of renewables. . Decisions regarding which renewable technologies are supported should instead be addressed through the design of individual auction rounds..
Similarly, eligibility thresholds relating to project size should remain sufficiently flexible to accommodate a broad range of technologies and project scales. This will enable the deployment of projects with differing development timelines, generation profiles and geographical characteristics, ensuring the scheme can support the most appropriate mix of renewable generation across Northern Ireland.
Indaver notes that this approach appears consistent with the Department's stated intention in the Final Scheme Design for a Renewable Electricity Support Scheme for Northern Ireland: Renewable Electricity Price Guarantee (REPG), which recognises that the technologies included in the initial auction do not predetermine the technologies that may be eligible for future auction rounds. Furthermore, Indaver is supportive of the inclusion of EfW in Pot 2 of the High-Level Design for the scheme and looks forward to the inclusion of the technology in future auction rounds.

## Clause 4 - Counterparty

14 Do you agree that the Department should be able to make regulations in respect of the designation of a counterparty?

Yes

If no, how should this clause be amended?:

15 Do you have any further amendments that you would like to propose to this clause?

clause 4:

No

## Clause 5 - Allocation rounds

16 Do you agree that the Department should be able to make an allocation round for Contracts for Difference from time to time and at its discretion?

Yes

If no, how should this clause be amended?:

Indaver agrees that the Department should have the ability to hold CfD allocation rounds from time to time and determine the terms of each round. This flexibility will allow the Department to respond to changing market conditions, deployment requirements and system needs, ensuring that support can be directed towards the generation capacity required at a particular time.
While allocation rounds should, where possible, remain broad and technology-agnostic, it is recognised that there may be circumstances where technology-specific or otherwise targeted auctions (e.g. generation capacity) are justified in order to achieve particular policy or system objectives. As such, the Department should retain discretion over allocation rounds, provided that the rationale for any limitations or conditions is clearly communicated and applied transparently.
To support preparedness for future auctions, the Department should undertake early pre-auction consultation with potential generators and other industry stakeholders on proposed auction designs and CfD terms and conditions. This will help identify any issues prior to the start of auctions and maximise participation from industry. Pre-auction consultation processes are widely deployed in other jurisdictions to great effect and would help support the overall objectives of the REPG scheme.

17 Do you agree that the Department should be obliged to publish related notices, issue terms and publish rules and thus make an allocation scheme, at its discretion?

Yes

If no, how should this clause be amended?:

18 Do you agree that the Department should make regulations in respect of how generators are to apply and how applications are to be adjudged as successful?

Yes

If no, how should this clause be amended?:

19 Do you have any further amendments that you would like to propose to this clause?

clause 5:

No

## Clause 6 - Allocation scheme

20 Do you agree that the NI electricity grid system operator should determine the outcome of a Contracts for Difference allocation round?

Yes

If no, how should this clause be amended?:

21 Do you agree that the allocation scheme devised by the Department and at its discretion should specify the strike price, the setting of targets including how electricity is to be generated?

If no, how should this clause be amended?:

22 Do you have any further amendments that you would like to propose to this clause?

clause 6:

Indaver agrees that the allocation scheme should specify strike prices and deployment targets.
However, any requirements relating to how electricity is generated should remain as flexible and technology-agnostic as possible. Technology-specific criteria should only be applied where justified by clear policy, economic or system requirements, such as delivery timescales, geographic needs, value for money, security of supply, or electricity system stability.
This approach will provide the Department with the flexibility to respond to changing market conditions and evolving system needs while ensuring that a broad range of renewable technologies can continue to compete for support where appropriate

## Clause 7 - Agreements to modify certain standard terms

23 Do you agree that the counterparty and the generator should be able to amend the terms of the Contract for Difference contract in the circumstances specified?

Yes

If no, how should this clause be amended?:

24 Do you agree that the Department should have the power to make regulations to specify how and when the terms of the Contract for Difference contract may be modified?

Yes

If no, how should this clause be amended?:

25 Do you have any further amendments that you would like to propose to this clause?

clause 7 :

Indaver agrees that the Department should have the power to make regulations specifying how and when the terms of a Contract for Difference may be modified.
The ability to modify contract terms is an important aspect of risk management and risk allocation throughout the lifetime of a CfD. To provide certainty and maintain investor confidence, the circumstances in which modifications may be made, and the processes governing such modifications, should be clearly defined in regulations. This will ensure that all parties have a clear understanding of the potential risks and obligations associated with the contract.
It is equally important that generators have the ability to seek modifications where justified and where agreement can be reached with the Department. The process for requesting, assessing and approving modifications should therefore be clearly set out in regulations to provide transparency, consistency and certainty for all parties involved. This will support the effective operation of the scheme and help maximise investment in renewable electricity generation.

## Clause 8 - Contracts for Difference notifications

26 Do you agree that Contracts for Difference allocations should be sent to the counterparty?

Yes

If no, how should this clause be amended?:

27 Do you agree with the proposed content of the notification?

Yes

If no, how should this clause be amended?:

28 Do you agree that the Department should be able to, through regulations, vary the content and circumstances of issuing for notifications?

Yes

If no, how should this clause be amended?:

29 Do you have any further amendments that you would like to propose to this clause?

clause 8 :

No

## Clause 9 - Allocation: offer to contract on standard terms

30 Do you agree that the counterparty should be required to offer to contract with a relevant electricity generator subject to the terms of the notification?

Yes

If no, how should this clause be amended?:

31 Do you agree that the Department should be able to, through regulations, in respect of how the counterparty is to apply or complete the standard terms and in respect of timelines and failure to complete?

Yes

If no, how should this clause be amended?:

32 Do you have any further amendments that you would like to propose to this clause?

clause 9:

No

## Clause 10 - Supplier levy

33 Do you agree that the Department should be able to make regulations to require electricity suppliers to pay a levy to the counterparty to cover the counterparty's costs of making payments to electricity generators under Contracts for Difference including covering losses as a result of insolvency or supplier default?

Yes

If no, how should this clause be amended?:

34 Do you agree that the Department should be able to, through regulations, allow for the exemption of certain electricity supplies from the levy?

Yes

If no, how should this clause be amended?:

35 Do you have any further amendments that you would like to propose to this clause?

clause 10:

No

## Clause 11 - Supplier levy: supplementary

36 Do you agree with the provisions of this clause?

Yes

If no, how should this clause be amended?:

## Clause 12 - Payments to electricity suppliers

37 Do you agree with the provisions of this clause?

Yes

If no, how should this clause be amended?:

## Clause 13 - Community benefit

38 Do you agree with the provisions of this clause?

Yes

If no, how should this clause be amended?:

Indaver agrees with the provisions of this clause.
Community benefit arrangements play an important role in ensuring that local communities share in the economic benefits associated with renewable electricity projects. Community benefit mechanisms can help to strengthen local acceptance of projects, support constructive engagement with stakeholders, and promote tangible benefits in the areas hosting new energy infrastructure.
However, it is important that any community benefit contribution should be calculated on the basis of electricity exported to the grid rather than total electricity generated. Therefore, Indaver proposes that the Department calculate any Community Benefit Fund contribution on the basis of Loss-Adjusted Metered Generation at the trading boundary, rather than gross electricity generation. This would align the methodology with the electricity actually delivered to the system and appropriately account for parasitic load, network losses, curtailment and other operational constraints that may affect the amount of electricity available for export.
Regulations should be developed in a manner that avoids duplication or unintended double charging of generators. Renewable energy projects may already be subject to community benefit obligations or contributions through other mechanisms, including planning conditions, planning agreements, or other statutory and voluntary arrangements. Where such requirements are already in place, any obligations established under this clause should be designed to complement, rather than duplicate, existing commitments.

## Clause 14 - Sums held by, and liabilities of, the counterparty

39 Do you agree with the provisions of this clause?

Yes

If no, how should this clause be amended?:

## Clause 15 - Information and advice

40 Do you agree with the provisions of this clause?

Yes

If no, how should this clause be amended?:

The effectiveness of the administration of the CfDs and the scheme as a whole will require the timely provision of information by relevant parties. As such, it is appropriate that the Department, Utility Regulator, counterparty and system operator have the ability to request information necessary for the exercise of their respective functions.
However, any information gathering or publication requirements should be proportionate, reasonable and clearly related to the operation, administration or oversight of the CfD scheme and the generation activities supported under it. Care should be taken to avoid imposing unnecessary administrative burdens on generators or requiring the provision of information that is not directly relevant to these purposes.

## Clause 16 - Oversight and resolution of disputes

41 Do you agree with the provisions of this clause?

Yes

If no, how should this clause be amended?:

## Clause 17 - Further provision in connection with CfDs

42 Do you agree with the provisions of this clause?

Yes

If no, how should this clause be amended?:

## Clause 18 - Making of Regulations

43 Do you agree with the provisions of this clause?

Yes

If no, how should this clause be amended?:

## Clause 19 and Schedule 2 - Consequential and other provisions

44 Do you agree with the provisions of this clause and Schedule?

Yes

If no, how should this clause and schedule be amended?:

## Clause 20 - Interpretation

45 Do you agree with the provisions of this clause?

Yes

If no, how should this clause be amended?:

## Clause 21 - Commencement

46 Do you agree with the provisions of this clause?

Yes

If no, how should this clause be amended?:

## Schedule 1 - Designation of other persons to be the counterparty

47 Do you agree with the provisions of this schedule?

Yes

If no, how should this schedule be amended?:

## Additional Comments

48 Please provide any additional comments on the Bill you feel should be considered.

additional comments:

NA