



Department for
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To the S151/S95 Officers / Finance Directors of Billing Authorities in Great Britain

23 February 2023

By email

Dear S151/S95 Officer / Finance Director

**ALTERNATIVE FUEL PAYMENT SCHEME ALTERNATIVE FUND GRANT
DETERMINATION 2023**

I am writing to confirm the grant payment ("the Grant") for the Alternative Fuel Payment Alternative Fund.

The Grant payments will be made no earlier than 27 February 2023 by the Department for Business, Energy and Industrial Strategy ("the Department").

The Grant Conditions of the funding are set out below in **Annex A** and a breakdown of the amounts paid to each local authority ("the Authority") under this Determination are outlined in **Annex B**.

Yours faithfully,

Ben Golding, Director Energy Affordability, Department for Energy Security and Net Zero

Agreed by:

Name	Position in Organisation	Signature
Date signed		

CAPITAL grant determination (ring-fenced)

ALTERNATIVE FUEL PAYMENT SCHEME ALTERNATIVE FUND GRANT DETERMINATION 2023

The Secretary of State for The Department for Energy Security and Net Zero (“the Secretary of State”), in exercise of the powers conferred by sections 13 and 15 of the Energy Prices Act 2022, makes the following Determination:

Citation

1. This determination may be cited as the Alternative Fuel Payment Alternative Fund Determination (2023).

Purpose of the Grant

2. The purpose of the Grant is to provide support to local authorities in Great Britain towards expenditure lawfully incurred or to be incurred by them through the powers detailed in sections 13 and 15 of the Energy Price Act to support meeting eligible recipients’ energy costs.

Determination

3. The Secretary of State determines, as set out in Annex B, the Authorities to which Grants are to be paid and the amount of grant to be paid.

Grant conditions

4. Pursuant to sections 13 and 15 of the Energy Price Act 2022, the Secretary of State determines that the Grant will be paid subject to the conditions in Annex B.

HM Treasury consent

5. Before making this Determination in relation to Authorities in Great Britain, the Secretary of State obtained the consent of HM Treasury.

ANNEX A

GRANT CONDITIONS for the ALTERNATIVE FUEL PAYMENT ALTERNATIVE FUND GRANT DETERMINATION 2023

1. In this Annex:
 - a. “the Scheme” means the use by the Authority of the grant amount set out in Annex A to provide support to eligible recipients for meeting costs related to the use of energy over Winter 2022/2023 in accordance with sections 13 and 15 of the Energy Prices Act 2022;
 - b. “the Department” means the Department for Energy Security and Net Zero;
 - c. “the Authority” means any local authority listed in Annex A as defined under section 15 of the Energy Prices Act 2022 and regulation 4 of the Energy Prices (Designated Domestic Energy Price Reduction Schemes for Great Britain and Designated Bodies) Regulations 2022;
 - d. “the Secretary of State” means the Secretary of State for Energy Security and Net Zero;
 - e. “the Grant Period” means the period of time commencing from the delivery of the Grant to the Authority, on a date no earlier than 27 February 2023, and ends with the Support disbursed by the Authority, which will be no later than 30 June 2023.
 - f. “disbursed” means those funds that have been posted in the Authority’s financial system on a date no later than 30 June 2023 and defrayed from the Authority’s bank account no later than 7 July 2023.
 - g. “the Support” means the funds disbursed by the Authority to eligible recipients in accordance with the Guidance.
 - h. “the Scheme Guidance” means the Alternative Fuel Payment : Alternative Fund Guidance for local authorities, which has been shared with local authorities.
 - i. “the Debt Recovery Guidance” the Alternative Fuel Payment : Alternative Fund Debt Recovery Guidance for local authorities, which has been shared with local authorities.
 - j. “the Precedent Assignment Agreement” means a master assignment framework agreement between the Department and the Authority, whereby the Department will take an assignment of all of the Authority’s rights in respect of Support under this Scheme.
 - k. “Salesforce” means the digital central record management system supporting scheme delivery
2. The Grant is only paid to the Authority under the Grant Determination to support eligible expenditure and on the basis that the provision of Grant remains subject to the Secretary of State’s ongoing satisfaction that all grant usage by the Authority complies fully with these Grant Conditions.
3. The Authority must comply with the Scheme Guidance issued by the Department and subsequent guidance or information issued by the department relating to the Grant.
4. The Grant paid to an Authority under this Grant Determination may be used only in accordance with the Grant Determination Conditions and the Scheme Guidance.

Conditions / Funding Requirements

5. The Authority must:
 - a. Complete pre-payment assurance checks for each application that is notified to the Authority by Salesforce in line with the Scheme Guidance to ensure recipients meet the eligibility criteria as set out in the Scheme Guidance.
 - b. Comply with all obligations under all data protection laws, regulations and guidance, such as the Data Protection Act 2018 (DPA) in respect of this information and, to the extent that for the purposes of the Grant any personal data is shared, each party accepts that it will comply with its respective obligations in respect of the processing of such data.
 - c. Fully comply with all mandated record keeping and provision of all data monitoring, assurance and reporting information in accordance with the Scheme Guidance.
 - d. Pursue recovery action in line with the Debt Recovery Guidance on any payment of Support made by the Authority and identified as have been made in error, fraud or non-compliance in line with the Scheme Guidance.
 - e. Sign a Precedent Assignment Agreement between the Department and the Authority and return it to the Department no later than 31 May 2023, which assigns to the Department all causes of action in relation to a payment of Support that is identified as having been issued in error, fraud, or non-compliance. This is required as the Grant will be allocated to Authorities under Sections 13 and 15 of the Energy Prices Act 2022 and it will be the Authority who then administers the Grant as Support to each recipient, meaning any legal cause of action (in contract or otherwise) sits at the level of the Authority to each recipient of Support.
 - f. Use the reporting tools as set out in the Scheme Guidance at least weekly to enable live tracking of disbursement of the Support. For bulk uploads the data for each week must be uploaded by 12 noon on the following Monday, or Tuesday if the Monday is a public holiday.

Eligible expenditure

6. Eligible expenditure means payments made, or committed to, by the Authority or any person acting lawfully on behalf of the Authority, during the Grant Period, under the Scheme.
8. Unless the Secretary of State decides otherwise (for all Authorities or any one Authority), the Authority must determine eligibility in its area for assistance under the Scheme to deliver the Support in accordance with the Scheme Guidance.
9. In accordance with the New Burdens doctrine the government will conduct an assessment of the expected reasonable additional costs associated with the implementation of the policy, (including administration costs, software costs, the completion of post-payment assurance and reporting activity) which will be paid to each Authority.
10. The Scheme Guidance sets out who are eligible recipients for the scheme. Under no circumstances may the Grant be used to cover any expenditure outside of this.
11. The Authority must not deliberately incur liabilities for eligible expenditure before there is an operational need for it to do so.

Financial

12. Payments of the Grant to the Authority are made under section 13 of the Energy Prices Act 2022. The Authority will be responsible for delivering the Support to eligible recipients and for compliance with the Grant Conditions and the Scheme Guidance.
13. Where all or a portion of the Grant remains unspent at the end of the Grant Period following reconciliation by the Department, unspent Grant monies must be repaid to the Department within thirty (30) calendar days from the date on which the request for payment is sent.
14. Where Support is identified as having been issued in error, non-compliance or fraud, steps must be undertaken to report it to the Department in accordance with the Scheme Guidance and recover the amount in line with the published Debt Recovery Guidance.
15. If the Authority has any grounds for suspecting financial irregularity in the use of any Grant paid under this Determination, it must notify the Department immediately through the contact details provided in the Scheme Guidance, explain what steps are being taken to investigate the suspicion and keep the Department informed about the progress of the investigation. For these purposes “financial irregularity” includes fraud or other impropriety, mismanagement, and the use of grant for purposes other than those for which it was provided.
16. The Authority must maintain a sound system of internal governance and financial controls in relation to the Grant and delivery of the Support.

Records to be kept

17. The Authority must:
 - a. Maintain reliable, accessible and up to date accounting records with an adequate audit trail for all expenditure funded by Grant monies under this Determination for a minimum of 7 years from the date of award of the Grant to the Authority.
 - b. Fully comply with any data monitoring requirements and requests, as set out in the Scheme Guidance.
 - c. Information must be stored in accordance with all data protection law, regulations and guidance, such as the DPA and the UK General Data Protection Regulation (as defined in Section 3(10) of the DPA (UK GDPR)) and shared with the Department upon request, at all times in compliance with the UK GDPR and the DPA. The information will be used by the Department for monitoring and evaluation purposes, as well as for prevention and detection of fraud and/or other criminal activities and for suspension and/or recovery of the Grant where necessary. The Department may share information for the purpose of counter fraud activity and debt recovery with other government departments, agencies and/or local authorities.
18. The Authority and any person acting on behalf of the Authority must allow:
 - a. the Comptroller and Auditor General or appointed representatives, or
 - b. the Secretary of State or appointed representatives, free access at all reasonable times to all documents (including computerised documents and data) and other information as are connected to the grant, or to the purposes for which grant was used, subject to the provisions in paragraph 19.

19. The documents, data and information referred to in paragraph 18 include such which the Secretary of State or the Comptroller and Auditor General may reasonably require for the purposes of “spot checking” administrative costs or significant amounts paid under the Scheme or a financial audit of any department or other public body or for carrying out examinations into the economy, efficiency and effectiveness with which any department or other public body has used its resources. The Authority must provide such further explanations as are reasonably required for these purposes.
20. Paragraphs 18 and 19 do not constitute a requirement for the examination, certification or inspection of the accounts of the Authority by the Comptroller and Auditor General under section 6(3) of the National Audit Act 1983. The Secretary of State and Comptroller and Auditor General will seek access in a measured manner to minimise any burden on the Authority and will avoid duplication of effort by seeking and sharing information with local auditors.

Breach of Conditions and Recovery of Grant

21. If the Authority fails to comply with any of these Grant Conditions, the Secretary of State may reduce, suspend or withhold payments of the Grant or require the repayment of the whole or any part of the Grant, as may be determined by the Secretary of State and notified in writing to the Authority. Such sum as has been notified will immediately become repayable to the Secretary of State who may set off the sum against any future amount due to the Authority from central government.
22. If any overpayment or underpayment is made in relation to this Grant or any amount is paid in error the Secretary of State may reduce, suspend or withhold payments of the Grant or require the repayment of the whole or any part of the Grant, as may be determined by the Secretary of State and notified in writing to the Authority. Such sum as has been notified will immediately become repayable to the Secretary of State who may set off the sum against any future amount due to the Authority from central government.

General

23. The Department may vary the terms of this Scheme or suspend or close the Scheme with immediate effect, without notice and at any time, and require that undisbursed funds are returned to the Department within 30 days.
24. No amendment to the terms of these Grant Conditions will be effective unless and until agreed in writing by the Department.

Annex B: Grant Amounts to Authorities

Local Authority	Payment £000s
Cornwall	1086
Wiltshire	708
Dorset	588
Buckinghamshire	551
Shropshire	537
Aberdeenshire	473
Carmarthenshire	420
County Durham	403
East Riding of Yorkshire	394
Highland	392
Cheshire West and Chester	389
Herefordshire, County of	370
Cheshire East	366
East Lindsey	353
Northumberland	340
South Cambridgeshire	338
Wychavon	334
East Suffolk	329
Central Bedfordshire	317
Powys	309
West Northamptonshire	302
Wealden	295
Flintshire	285
North Somerset	284
South Gloucestershire	280
West Suffolk	279
Pembrokeshire	277
Dumfries and Galloway	274
Perth and Kinross	270
Harrogate	269
Doncaster	268
South Oxfordshire	265
Maidstone	261
Teignbridge	261
West Lindsey	259
South Somerset	258
Stratford-on-Avon	258
North Northamptonshire	257

Fife	253
West Berkshire	251
South Norfolk	250
Gwynedd	244
Somerset West and Taunton	238
North Lincolnshire	236
King's Lynn and West Norfolk	236
New Forest	236
Sedgemoor	235
South Lanarkshire	233
Tendring	232
Horsham	231
South Holland	228
Mendip	225
East Devon	224
Chichester	224
Ashford	223
Moray	216
Huntingdonshire	216
North Norfolk	212
Breckland	210
Forest of Dean	209
Chelmsford	204
South Kesteven	203
Braintree	201
South Lakeland	197
Sevenoaks	196
Birmingham	196
Mid Suffolk	195
Vale of White Horse	194
East Cambridgeshire	194
Selby	192
Stafford	189
West Oxfordshire	189
Leeds	188
Wyre Forest	187
Uttlesford	186
Epping Forest	184
Cherwell	184
North Kesteven	184
Scottish Borders	183
Winchester	181

Broadland	181
Wyre	180
Bassetlaw	180
Fenland	179
Cotswold	179
Tewkesbury	178
Hambleton	177
South Staffordshire	176
Peterborough	174
Swale	172
South Hams	170
Wrexham	170
Basingstoke and Deane	169
Colchester	169
Bedford	168
Newark and Sherwood	167
Wakefield	166
Stroud	166
Bath and North East Somerset	164
Test Valley	163
East Hampshire	163
Vale of Glamorgan	161
Midlothian	161
Bradford	159
Angus	159
Malvern Hills	156
Neath Port Talbot	154
East Hertfordshire	153
Babergh	153
Rother	148
Arun	147
West Lancashire	146
Mid Devon	146
Barnsley	145
Castle Point	145
Isle of Anglesey	141
Wokingham	140
Canterbury	140
North Devon	140
Medway	139
Great Yarmouth	137
Windsor and Maidenhead	136

Swansea	136
Allerdale	136
Runnymede	135
North Lanarkshire	134
Lancaster	132
Scarborough	132
North Hertfordshire	131
Telford and Wrekin	130
Mid Sussex	129
Denbighshire	127
Guildford	126
Monmouthshire	125
Staffordshire Moorlands	122
East Lothian	121
Rhondda Cynon Taf	121
Westminster	121
Kirklees	121
Conwy	120
South Derbyshire	119
Tunbridge Wells	119
Waverley	119
West Lothian	118
Harborough	118
Southwark	118
North West Leicestershire	117
Manchester	117
East Staffordshire	115
Dover	114
Bournemouth, Christchurch and Poole	114
Craven	113
Isle of Wight	113
Mole Valley	112
Carlisle	112
Rushcliffe	111
Maldon	110
North East Derbyshire	109
Argyll and Bute	108
Ceredigion	107
Tandridge	107
Sheffield	106
Lewes	105
Tonbridge and Malling	105

York	104
Liverpool	103
Bracknell Forest	103
Tower Hamlets	101
GLAsgow City	101
Derbyshire Dales	100
Eden	100
West Devon	99
Lambeth	98
Hinckley and Bosworth	98
Ryedale	97
Rotherham	97
Solihull	97
Ribble Valley	97
East Ayrshire	97
Boston	97
Folkestone and Hythe	97
Cardiff	96
Milton Keynes	96
Copeland	96
Bromsgrove	95
Bristol, City of	94
Nottingham	94
Lichfield	93
Ealing	93
Calderdale	92
Basildon	91
Caerphilly	91
South Ayrshire	90
Stirling	90
Camden	90
Wigan	90
Aberdeen City	89
Kensington and Chelsea	89
Fylde	89
Swindon	88
Richmondshire	87
Rutland	87
Amber Valley	86
Barnet	86
Hounslow	85
Rochford	85

Newport	83
Brent	82
Islington	82
Rugby	81
Warwick	81
Croydon	81
Bridgend	81
Torridge	81
Dacorum	80
Melton	80
Hackney	80
Newcastle-under-Lyme	80
North Warwickshire	80
Wandsworth	80
Hillingdon	79
North Ayrshire	78
Newham	78
Walsall	78
Charnwood	77
Reigate and Banstead	77
Darlington	77
City of Edinburgh	76
Falkirk	76
Bromley	75
Hart	74
Greenwich	71
Redcar and Cleveland	71
Havering	71
Bolsover	70
St Albans	70
Coventry	70
Plymouth	69
Stoke-on-Trent	69
Sunderland	69
Gravesham	69
Leicester	69
Derby	68
Salford	68
Kingston upon Hull, City of	68
Chorley	67
Bolton	67
Stockton-on-Tees	67

Enfield	65
Haringey	65
Sandwell	65
Mansfield	64
Thurrock	64
Knowsley	64
Eastleigh	63
Ashfield	62
Gedling	62
Rochdale	61
Lewisham	61
High Peak	61
Hammersmith and Fulham	61
Sefton	60
Welwyn Hatfield	60
Warrington	59
Preston	59
Redbridge	58
Wirral	58
Stockport	57
Brighton and Hove	56
South Ribble	56
Exeter	55
Pendle	55
Oldham	54
Wolverhampton	54
Luton	54
Gateshead	53
Renfrewshire	52
Dudley	52
North East Lincolnshire	52
Dartford	52
Torbay	52
Newcastle upon Tyne	52
Hertsmere	51
Waltham Forest	51
Thanet	51
Blaby	50
Reading	49
St. Helens	48
Gloucester	48
Barking and Dagenham	47

Blackburn with Darwen	46
Southampton	46
Richmond upon Thames	46
Nuneaton and Bedworth	46
Cheltenham	45
Three Rivers	45
Barrow-in-Furness	45
Torfaen	44
Surrey Heath	44
Norwich	44
Chesterfield	44
Tameside	44
Harrow	44
Brentwood	43
Spelthorne	43
Halton	42
Oxford	40
Blackpool	40
Fareham	39
Hyndburn	39
Merton	39
Slough	39
Bexley	39
Ipswich	37
Merthyr Tydfil	37
Portsmouth	36
Bury	36
Havant	35
East Renfrewshire	35
Erewash	34
Broxbourne	34
Kingston upon Thames	34
Sutton	33
Woking	33
Middlesbrough	33
Hartlepool	33
Blaenau Gwent	32
Rossendale	32
Elmbridge	31
Shetland Islands	31
Broxtowe	31
Trafford	31

Adur	31	
East Dunbartonshire	31	
Cannock Chase	30	
Burnley	30	
Rushmoor	30	
South Tyneside	29	
Cambridge	29	
North Tyneside	29	
Southend-on-Sea	28	
Lincoln	25	
Harlow	25	
Tamworth	23	
Na h-Eileanan Siar	23	
Crawley	23	
Stevenage	22	
Eastbourne	22	
Clackmannanshire	22	
Worcester	21	
Watford	20	
Dundee City	20	
West Dunbartonshire	20	
Hastings	19	
Inverclyde	19	
Redditch	19	
Gosport	18	
Orkney Islands	18	
Worthing	13	
Epsom and Ewell	13	
Oadby and Wigston	6	
City of London	5	