



Office for
Zero Emission
Vehicles

Office for Zero Emission Vehicles
Department for Transport
33, Horseferry Road
London
SW1P 4DR

Rupert Zierler
Principal Transport Strategy Officer
Buckinghamshire Council
New County Offices
Walton Street
Aylesbury
HP20 1YU

Our reference: ORCS 343

Dear Rupert,

Grant Offer Letter – On-Street Residential Chargepoint Scheme

Thank you for your application dated 9th February 2024 for the above Grant Funding for the purpose of installing chargepoints for local residents wishing to charge their plug-in electric vehicles.

Your application has been assessed against the priorities and criteria as set out in the scheme guidance and application form. We are pleased to inform you that, on behalf of the Secretary of State for Transport, we are offering your organisation, Buckinghamshire County Council, a grant with a maximum value of £165,000 (One Hundred and Sixty-five Thousand Pounds) only.

The award of this Grant Funding Offer and its terms and conditions are set out in the Grant Agreement in the Annex to this letter. You should read the Grant Agreement carefully before accepting the offer of funding.

Failure to comply with the Grant Agreement may result in the funding being withdrawn.

ACCEPTANCE OF OFFER

If you wish to accept this offer on the conditions specified, please sign and date the Grant Agreement and return to OZEV within 10 days from receipt.

Yours sincerely
Christiana Adeleke

For and on behalf of the Department for Transport
Web: <https://www.gov.uk/government/organisations/department-for-transport>



Annex:

The Grant Agreement for funding under the On-Street Residential Chargepoint Scheme (ORCS) between:

(a) the Secretary of State for Transport of 33 Horseferry Road, London, SW1P 4DR; and

(b) Buckinghamshire County Council.

A. Definitions

1. In this Grant Agreement (“the Agreement”), except where the context otherwise requires:

“Chargepoint” means a fixed appliance for the provision of a supply of electricity which meets the specifications in the Guidance document ¹;

“DfT” means the Department for Transport;

“Secretary of State” means Secretary of State for Transport hereafter referred to as SoS

“eligible expenditure” means the payment of:

- (a) the purchase cost of a chargepoint;
- (b) capital costs of a parking bay and the costs of making traffic regulation orders where applicable;
- (c) the purchase cost of electrical components related to the chargepoint;
- (d) the cost of civil engineering works related to the installation;
- (e) labour costs of the installation;
- (f) hardware costs of the installation; and
- (g) other capital costs as defined by the council’s accountancy rules and with the agreement of the Secretary of State

“funding period” means the period commencing on the date of issue of the grant offer letter and ending on 31 March 2025.

“Grant Recipient” means Buckinghamshire County Council;

“Guidance document” means the “Grants to provide residential on-street chargepoints for plug-in electric vehicles – Guidance for Local Authorities” document available at www.gov.uk/government/publications/grants-for-local-authorities-to-provide-residential-on-street-chargepoints;

“OZEV” means the Office for Zero Emission Vehicles; and

¹ There are two technical specifications. Annex B deals with public chargepoints that are open to the public and Annex C deals with chargepoints that are restricted to residential use only.



"Project" means the installation of one or more chargepoints which is agreed by OZEV within the funding period.

B. Grant Funding

1. The Secretary of State for Transport agrees to provide grant funding under Section 50 of the UK Internal Markets Act for the installation of one or more chargepoints determined in accordance with paragraphs 2 to 8.

C. Applications for payment of the grant

2. The Grant Recipient must claim, using the appropriate form², for payment of a grant amount to the Secretary of State for Transport providing such information on the project design, public impact, actual and estimate costs and other information as the Secretary of State for Transport may determine.

D. Determination of the amount of the grant

3. The maximum amount of grant payable for the Project for the funding period is **£165,000**.

4. The Secretary of State for Transport must consider the claim from the Grant Recipient and determine the grant amount to be paid to the Grant Recipient, taking into account the eligibility criteria set out in paragraph 6 and any other the information provided in respect of the Project.

5. Any unspent funds may not be carried over into future financial years.

E. Eligibility criteria

6. The Secretary of State for Transport may only pay a grant amount where:

- (a) the Grant Recipient is a Local Authority in England, Wales and Scotland, or a Local Council in Northern Ireland. OZEV will use the Local Authority definition used in the Local Government Act 2000, Schedule 1 for England and Wales, the Local Government of Scotland Act 2003, Section 61 for Scotland, and the Local Government (Northern Ireland) Act 1972 to determine this;
- (b) any chargepoints installed under the Project must:
 - i. be situated on land owned by the Grant Recipient; or
 - ii. have the support of the relevant highways authority that has responsibility for maintenance of the highway on the residential streets where chargepoints are to be located evidenced in writing; or
 - iii. have the support of the land-owner responsible for maintenance of the land where the chargepoints are to be located evidenced in writing;

² The application form is available at: [On-Street Residential Chargepoint Scheme guidance for local authorities - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/on-street-residential-chargepoint-scheme-guidance-for-local-authorities)



- (c) the Grant Recipient has submitted an application in compliance with the application criteria in the Guidance document.

F. Payment of the grant

7. Subject to paragraphs 3 to 6, the Secretary of State for Transport must pay to the Grant Recipient a grant amount for each chargepoint which is installed by the Grant Recipient within the funding period, providing:

- (a) the grant amount for each chargepoint does not exceed 50% of the eligible expenditure incurred; and
- (b) the average amount for each chargepoint installed within the funding period does not exceed £7,500.
- (c) the total grant amount provided does not exceed £200,000.

8. The Secretary of State for Transport shall make payment of a grant amount as follows:

- (a) 75% of the grant amount determined under paragraph 4 within approximately 15 days of such determination and
- (b) 25% of the grant amount determined under paragraph 4 upon completion of the Project and receipt of satisfactory proof of completion.

G. Grant conditions

9. The Grant Recipient shall comply with the following conditions:

- (a) the grant may only be used to pay for eligible expenditure;
- (b) funding is subject to completion of the project stated in the application;
- (c) the Grant Recipient must ensure that, if the total costs of the Project are less than the amount of grant received upfront, the unspent funds are accounted for and repaid to the secretary of state within the funding period;
- (d) grant claims must be sent to Energy Saving Trust (EST) at onstreetchargepoints@est.org.uk. Prior to claiming, contact EST for the relevant documents that must be completed when submitting a claim;
- (e) claims must be certified by the Grant Recipient's Chief Financial Officer (or equivalent) or by such other person as is appointed for this purpose by the Grant Recipient with the approval of DfT;
- (f) the Grant Recipient must comply with all reasonable information requests from DfT regarding progress of the Project;
- (g) the Grant Recipient must keep a record of income and expenditure funded partly or wholly by the grant, and retain all accounting records relating to that



income and expenditure for a period of at least six years after the end of grant funding³. The Grant Recipient must make these available at any reasonable time for inspection by officials from DfT or their representatives or by the Comptroller and Auditor General or their representatives;

- (h) the Grant Recipient must make sufficient progress against agreed project delivery milestones and inform DfT about any slippage against these milestones;
- (i) the Grant Recipient must inform DfT of changes in project design before the changes are implemented, in particular changes to the locations of the chargepoints which must be approved by DfT before installation;
- (j) the Grant Recipient must ensure that the chargepoints delivered by the Project are maintained in a serviceable condition and are available for use for at least seven years, from the point of first installation, unless given specific permission otherwise by DfT;
- (k) the Grant Recipient must share with the DfT upon request any data and information which is gathered through the planning, costing, promotion, delivery and analysis of the project for a period of up to three years after the period for which DfT's grant funding has been paid to the Grant Recipient. This may include (but is not limited to) costs and other financial data, business, technical and non-functional requirements, procurement specifications, data/ information/ analysis relating to users (vehicle or individual) and chargepoints, market analysis and promotional materials and strategy documents as well as chargepoint usage data. Data on usage of the chargepoints must be supplied to OZEV for a period of 3 years from the point of first installation. Requirements for the provision of this data are set out in the Guidance document;
- (l) the Grant Recipient must ensure that all chargepoints installed continue to meet the requirements of the technical specification in the Guidance document;
- (m) the Grant Recipient must ensure that all chargepoints that are publicly accessible are added to the National Chargepoint Registry⁴ within two weeks of the chargepoint becoming available for use;
- (n) the Grant Recipient must ensure that all publicly accessible chargepoints installed have Ad Hoc access in accordance with Alternative Fuels Infrastructure Regulations (2017) 5(2).⁵
- (o) if the Grant Recipient has any grounds for suspecting financial irregularity in the use of any grant paid under this grant agreement, they must notify DfT

³ Accounting records include purchase orders, original invoices, receipts, accounts and deeds, whether in writing or electronic form.

⁴ [NCR - National Chargepoint Registry \(dft.gov.uk\)](https://www.dft.gov.uk/national-chargepoint-registry)

⁵ [Regulations: alternative fuels infrastructure - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/consultations/alternative-fuels-infrastructure-regulations)



immediately, explain what steps are being taken to investigate the suspicion, and keep DfT informed about the progress of the investigation⁶.

- (p) the Grant Recipient must have all necessary permission and authority (whether required by legislation or otherwise) to undertake a chargepoint installation;
- (q) the Grant Recipient must give appropriate publicity to the Project by drawing attention to the benefits and opportunities it affords. In acknowledging the Government's contribution, the Grant Recipient must comply with any guidance on publicity provided by DfT, and must, in particular, acknowledge that the Project has received grant from the UK Government. Wherever practicable, publicity material must include the Funded by UK Government logo, per the UK Government Branding Manual which is available at gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/.
- (r) Any information, know-how, system or process learned from or created in operating the Project (including examples of good practice in the design and implementation of a project) may be disseminated by DfT among all persons or bodies who have responsibility for similar projects under the ORCS. The Grant Recipient agrees that such persons may share and use freely all such information, know-how, system or process for their own purposes.

H. Breach of Conditions and Recovery of Grant

10. If the Grant Recipient fails to comply with any of the conditions of grant in this Grant Agreement, DfT may reduce, suspend, or withhold grant payments, or require all or any part of the grant to be repaid.

Where the grant has been used in accordance with this grant agreement to fund assets which have depreciated in value, DfT must take account of that depreciation in determining the amount to be repaid. DfT must do so on the basis that the amount to be repaid will not exceed the depreciated value of the assets in question.

11. Without prejudice to the generality of the foregoing, the Grant Recipient must repay any amount required to be repaid within 30 days of receiving the demand for repayment, if:

- (a) any information provided in the application for grant funding or in a claim for payment or in subsequent or supporting correspondence is found to be materially incorrect or incomplete to an extent which DfT considers to be material;
- (b) the Grant Recipient takes inadequate measures to investigate and resolve any reported irregularity;
- (c) it appears to DfT that other circumstances have arisen or events have occurred which are likely to affect significantly the Grant Recipient's ability to complete or continue the Project in a satisfactory manner;

⁶ For these purposes, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of grant for purposes other than the purposes of the Project.



- (d) a charge is secured against a fixed asset acquired or improved wholly or partly using financial assistance provided under this grant agreement;
- (e) DfT receives an order to recover a subsidy; or
- (f) the Grant Recipient does not comply with any of the conditions described in the Grant Agreement.

12. Where DfT has required the Grant Recipient to repay any grant amount, DfT may recover that amount by withholding, or deducting the amount from any sum due to the Grant Recipient from DfT under a grant agreement for any other project or activities under any scheme or programme administered by DfT.

13. In the event that it becomes necessary to take steps to enforce the terms and conditions of this Grant Agreement, DfT will write to the Chief Executive (or equivalent) of the Grant Recipient giving particulars of its concern about the Project or of any breach of a term or condition of the grant.

14. The Grant Recipient must act within 30 days (or earlier, if appropriate taking account of the severity of the problem) to address DfT's concern or rectify the breach, and may consult DfT or agree an action plan for resolving the problem. If DfT is not satisfied with steps taken by the Grant Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of grant, or to recover grant already paid.

I. Termination of the funding agreement

15. DfT may terminate this agreement upon such date as is specified in written notice given to the Grant Recipient. Such notice shall not be effective unless given at least three months before the date of termination specified therein. The provisions of section H above shall survive termination of this agreement.

J. Acceptance of grant offer and agreement of terms and conditions

By signing below, the Grant Recipient accepts the terms and conditions of this Grant Agreement.



MEMORANDUM OF UNDERSTANDING

Between

Department for Transport

-and-

Buckinghamshire Council

1 Purpose

1.1 This Memorandum of Understanding ('MoU') sets out the terms, principles and practices that will apply to the working relationship between the Department for Transport ('the Department') and Buckinghamshire Council ('the Authority') (collectively 'the Parties') regarding the administration and delivery of the Local Electric Vehicle Infrastructure (LEVI) Capital Fund.

2 Background

- 2.1 On 30 March 2023 the Department announced an indicative £1,991,000 funding for Buckinghamshire Council as part of the LEVI Capital Fund.
- 2.2 This funding is intended to form part of the necessary investment required for the delivery of local electric vehicle charging infrastructure, as outlined in the LEVI Fund proposal submitted to the Department by the Authority.
- 2.3 This MoU covers the funding commitments from the Department and the financial expenditure, agreed milestones and use of funding and monitoring and evaluation between the Parties.

3 Funding Allocation

- 3.1 The Department proposes to provide £1,991,000 capital funding across financial years 2023/24 and 2024/25.
- 3.2 The Department proposes to issue 90% of the funding following receipt of the Grant Determination Letter, signed by the Authority. The Authority agrees not to proceed to procurement using this funding until completion of post-approval actions (see section 7.3) and the Department's approval of the Authority's invitation to tender documentation (see section 7.4). The remaining 10% of the allocation will be issued following the Department's approval of the Authority's proposed procurement contract(s) (see section 7.5). The indicative allocation by financial year is set out in the following table:

Financial Year	Total (£)
2023/24	£1,791,900
2024/25	£199,100
Total	£1,991,000

4 Objectives of the Grant

- 4.1 The LEVI Capital Fund aims to achieve the following objectives:



- i. deliver a step-change in deployment of local, primarily low power on-street charging infrastructure across England.
- ii. accelerate the commercialisation of, and investment in, the local charging infrastructure sector.

5 Purpose of the Grant

5.1 The Authority agrees to use the funding allocated for the purposes outlined in their proposal as agreed by the Department.

5.2 The Authority should liaise with the Department in writing to agree details of the proposal before proceeding to tender or procurement, as per the post approval actions plan.

5.3 The Authority agrees to utilise funding for the following purposes:

- i. The purchase cost of the charging unit.
- ii. Other hardware costs associated with the installation, for example, gullies, solar canopies or battery storage.
- iii. The cost of associated electrical connection components including distribution network operator (DNO) connection costs, smart charging and vehicle-to-grid technology costs.
- iv. The costs of civil engineering works related to the installation.
- v. Labour costs of the installation.
- vi. The applicable, reasonable and invoiced capital costs of associated planning costs, including section 50 licences, installing a parking bay and required traffic regulation orders.

5.4 The Parties are responsible for managing their own carbon footprint and should be mindful of their carbon impact as a result of following electric vehicle (EV) strategies and the installation of EV infrastructure. Guidance is available from Energy Saving Trust and the Carbon Trust.

6 Outcomes of the Grant

6.1 The Authority agrees to use the grant to deliver value for money EV charging infrastructure for its locality as outlined in the proposal submitted to the Department subject to agreement of detailed changes as outlined in paragraph 5.2.

7 Financial Arrangements

7.1 The agreed funds will be issued to the Authority as a non-ringfenced grant payment under Section 31 of the Local Government Act, available online here: <http://www.legislation.gov.uk/ukpga/2003/26/section/31>.

7.2 Funds will be used for capital expenditure as stated in the Grant Determination.

7.3 The Authority agrees to work collaboratively with the Department and the LEVI Support Body to refine the details of the proposal to better meet the aims of the Fund via the post-approval actions plan.

7.4 The Authority agrees to share the finalised invitation to tender (ITT) with the Department for review before the Authority goes to procurement.



7.5 The Authority agrees to submit any procurement contract with its suppliers to the Department for review **prior to signing the procurement contract**. The Department reserves the right to request a new competitive tender process should the Authority's contract(s) significantly deviate from the proposed contractual terms in the application approved by the Department.

7.6 The Authority accepts responsibility for meeting any costs over and above the Department's contribution set out in Clause 3.1, including potential cost overruns and the underwriting of any funding contributions expected from third parties.

8 Monitoring and Evaluation

8.1 The Authority will provide quarterly written reports to the Department and the LEVI Support Body, in such a format that the Department will provide, demonstrating that outputs and outcomes are being met in line with the approved proposal.

8.2 The Authority agrees to include the following information in the quarterly report:

- i. Funding that has been spent supported by invoices.
- ii. Planned expenditure
- iii. Updates on key project milestones and risks
- iv. Number and location of chargepoints delivered
- v. Procurement and governance plans
- vi. Proposed changes to approved project(s)
- vii. Stakeholder engagement

8.3 The Authority agrees to share relevant timely data and information as requested by the Department and/or its contractors, for the purposes of programme assurance, monitoring and evaluation, including data on the usage of chargepoints, in such a format that the Department will provide.

8.4 The Department may contact the Authority to collect information to support the Department's understanding of the effective use of the grant. This will be evaluated by the Department and reported back to Ministers to inform the allocation of any future funding.

8.5 The Department reserves the right to publish relevant data and use it to inform public statements.

9 Adherence to National Guidance

9.1 The Authority agrees to follow relevant national guidance in the course of the scheme development and implementation.

9.2 This includes the Government's EV Infrastructure Strategy (published in March 2022) which outlines the vision for EV charging in the UK, and the roles and responsibilities for different types of local authority.

10 Changes to Approved Project/Programme

10.1 The Authority agrees to comply with the terms of the proposal, including completing post approval actions, as outlined in paragraph 5.2, as approved in accordance with the terms of this MoU.



- 10.2 In the event that the Authority becomes aware that there may be a deviation from these terms then the Department should be informed in writing as soon as possible, in addition to the monitoring and evaluation reporting.
- 10.3 The Authority agrees to work with the Department to ensure the terms proceed as agreed and/or to pay for any work done which has already deviated from the terms.

11 Compliance

- 11.1 The Authority agrees to comply with all applicable procurement laws when procuring goods and services in connection with the LEVI Capital Fund and the Department shall not be liable for the Authority's failure to comply with its obligations under any applicable procurement laws.
- 11.2 The Authority agrees to ensure that its use of funding complies with the UK's international and legislative obligations in relation to the Subsidy Control Act 2022
- 11.3 The Authority agrees to maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist the Department to comply with the same and respond to any proceedings or investigation(s) into the use of the funding by any relevant court tribunal, relevant jurisdiction or regulatory body.
- 11.4 The Authority acknowledges and represents that the funding is being awarded on the basis that the use of the grant will not affect trade in goods and electricity between Northern Ireland and the European Union and shall ensure that the funding is not used in a way that breaches any legislative requirements in the Subsidy Control Act 2022.
- 11.5 The Secretary of State may require repayment of any of the grant already paid, together with interest from the date of payment, if the Secretary of State is required to do so as a result of a decision of a court, tribunal or independent body or authority of competent jurisdiction.
- 11.6 The Authority should ensure they comply with the Public Sector Equality Duty under the 2010 Equality Act. This includes considering impacts of the project on protected characteristic groups during the scheme design process and in the monitoring and evaluation stage.
- 11.7 The Department reserves the right to reduce, suspend or withhold any grant funding from other grants provisionally awarded by the Department to the Authority, should the delivery of the approved proposal not progress as set out in the proposal, including identified areas for improvement, or the conditions of this MoU are not met.

12 Branding and Communication

- 12.1 The Authority agrees to give appropriate publicity to the Project by drawing attention to the benefits and opportunities it affords. In acknowledging the Government's contribution, the Authority must comply with any guidance on publicity provided by DfT, and must, in particular, acknowledge that the Project has received grant from the UK Government. Wherever practicable, publicity



material must include the Funded by UK Government logo, per the UK Government Branding Manual which is available at gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/

13 Compliance with the MoU

13.1 The Parties to this MoU are responsible for ensuring that they have the necessary systems and appropriate resources in place within their respective organisations to comply fully with the requirements of the MoU.

14 Legal Enforcement

14.1 This MoU is not legally enforceable. It describes the understanding between both Parties for the use of funding specified in Clause 3 of this agreement.