

# **AGREEMENT BETWEEN NORMANBY BY SPITAL PARISH COUNCIL AND OWMBY BY SPITAL PARISH COUNCIL FOR A JOINT NEIGHBOURHOOD PLAN**

This Agreement is made on

Between:

1. Normanby by Spital Parish Council
2. Owmbly by Spital Parish Council

## **Background**

The Councils wish to work together in the preparation of a joint Neighbourhood Plan (the “Plan”) under the Localism Act 2011 and relevant regulations. This Agreement sets out how both Councils will cooperate, share responsibilities, manage funds, and commit to the successful completion of the Plan.

## **1. Purpose**

To formalise arrangements for the joint development of a Neighbourhood Plan covering both parishes, ensuring sound governance, financial management, and shared responsibility throughout the process.

## **2. Governance**

2.1 A Steering Group (SG) will be established, comprising councillors and representatives from each parish. Each PC will ensure at least one councillor is a member of the SG at all times.

2.2 Decisions shall be made by consensus or, if required, a majority vote.

2.3 The Steering Group shall report regularly to each Parish Council.

## **3. Funding and Financial Management**

3.1 All grant applications shall be jointly agreed.

3.2 A nominated “Lead Council” (Normanby by Spital PC) will hold and administer any grant funding received.

3.3 All income and expenditure shall be recorded and reported transparently to both councils.

3.4 Funds shall only be used for the purposes that contribute towards developing the Neighbourhood Plan.

#### **4. Spending Commitments**

4.1 No financial commitment shall be entered into without the written approval of both Councils.

4.2 Any procurement shall follow the financial regulations of the Lead Council, unless jointly agreed otherwise.

#### **5. Commitment to Completion**

5.1 Both Councils commit to seeing the project through to completion, including the final referendum.

5.2 Should either Council wish to withdraw, they must give a minimum of 3 months' notice in writing and agree to a reconciliation of any financial or contractual obligations outstanding.

#### **6. Dispute Resolution**

6.1 Any disputes will be resolved in the first instance through discussion at the Steering Group.

6.2 If unresolved, the matter will be referred to an independent mediator agreed upon by both Councils.

#### **7. Duration and Termination**

7.1 This Agreement will remain in effect until the Neighbourhood Plan is made (adopted) or the project is otherwise formally terminated by mutual consent.

7.2 Any unspent funds shall be returned to the granting body or otherwise allocated as agreed between the Councils.

#### **Signed:**

For Normanby by Spital Parish Council

Name: \_Gavin Widdison\_\_\_\_\_

Position: \_Chair\_\_\_\_\_

Date: \_12/05/2025\_\_\_\_\_

For Owmbly by Spital Parish Council

Name: \_Graham Crompton Howe\_\_\_\_\_

Position: \_Chair\_\_\_\_\_

Date: \_13/05/2025\_\_\_\_\_