Thurston Grounds Management Proposal

Thurston Parish Council

Paper: Agenda item 11a – Background Paper
Reason: Background paper to Cllr Millest's report on the proposed investigation into Parish Council involvement in the management of open spaces on new developments and determine approval of a working group to investigate the feasibility, benefits, risks and sustainability of such a proposal
Presented to Council: Full Council meeting 4 November 2026
Date: 1 October 2026
Author: Cllr Millest

Parish Council Involvement in Managing New Developments

This proposal is to set up a working party to engage with the new build community predominantly, service providers and developers to assess the feasibility of Parish Council involvement in or the takeover of Open spaces on the new build developments within the village. This would cover the maintenance, ownership and funding of said actions. The working party would be charged with identifying the best option for all residents and enacting this option should it be deemed viable and sustainable long term.

A More Joined-Up Approach to Managing New Developments

Following discussions with the Parish Council regarding the future management of open spaces on newer developments, I believe there is an opportunity to explore a more cohesive village-wide approach to grounds maintenance and community assets.

At present, residents of newer developments pay both the Parish Council precept and separate estate management charges. Existing residents contribute through the precept alone, while many of the open spaces, play areas and green infrastructure on newer developments are maintained through additional private charges paid solely by new-build residents.

This creates a growing disparity within the village.

For example, a Band D household currently contributes approximately £116 per year through the parish precept, while many residents on newer developments pay an additional £280-£300 annually to private management companies. Despite this, the wider community benefits from access to many of these open spaces and facilities, while the responsibility and cost of maintaining them sits entirely with the residents of those developments.

The Scale of the Opportunity

Across the village there are currently 1,396 properties either completed or under construction on major developments.

Completed Developments

Development	**Properties**
Grange Park	129
College Park	248
Hakewill Mews	59
Cavendish View	252
Thurston Park	175
Total	**863**

Developments in Progress

Development	Properties
The Hedgerows	112
Thurston Grove	210
St Peter's Chase	210
Total	**533**

Village Total 1,396 properties

Using a conservative estimate of £300 per household annually:

- Private management company revenue: **£418,800 per year**
- Equivalent parish-managed model at £100 per household: **£139,600 per year**
- Potential annual saving to residents: **approximately £279,000 per year**

Even allowing for variations in actual costs, this demonstrates the significant scale of funding currently leaving the village economy through external management companies.

Benefits of a Parish-Led Model

If future developments, or developments transferred into resident control, were managed through a parish-led arrangement, the benefits could include:

- Reduced costs for residents.
- Greater transparency and accountability.
- Maintenance spending retained within the local economy.
- Additional resources to support village-wide grounds maintenance.
- Potential funding for new facilities and improvements to existing public spaces.
- A more consistent approach to biodiversity, landscaping and environmental management.
- Greater local control over play areas and communal assets.

The example of Grange Park demonstrates the potential. Residents there currently contribute around £43,000 annually in management fees, more than double the value of the parish's entire village maintenance contract. Even if only part of that value could be retained locally, it could make a meaningful contribution to improving services across the whole village.

Affordability and Transition Considerations

A common concern is whether transferring responsibility for open spaces from private management companies to the Parish Council would place an unsustainable burden on existing residents through higher council tax.

However, initial calculations suggest that where land is adopted under Section 106 arrangements, the impact on the parish precept could be modest. Based on current maintenance costs and the scale of existing Parish Council expenditure, an increase of approximately **1-2% in the precept during the first year only**, in addition to any normal annual increase in that year, could potentially be sufficient to cover the additional maintenance responsibilities associated with newly adopted developments. Subsequent years would not need additional increases as the yearly increase from this point our would be based on that figure and would be in line to cover costs.

This approach would provide a number of advantages:

- New-build residents would no longer face significant duplicate charges through both estate management fees and the parish precept.
- The cost of maintaining village-wide public spaces would be shared more fairly across the whole community.
- Maintenance expenditure would remain under local control and could be directed towards local contractors and suppliers.
- The Parish Council would gain greater influence over standards of maintenance, biodiversity, play areas and long-term asset management.

There are also examples elsewhere of successful transitions away from private estate management companies. In one case supported by **Liberating Estates**, residents took control of their estate management company, negotiated the transfer of responsibilities to the Parish Council and agreed a final contribution to support the transition. Remaining company funds were then earmarked for transfer to the Parish Council, providing sufficient funding to cover maintenance costs for several years before those costs would be absorbed into the council's normal budget. [liberating...ates.co.uk]

Importantly, these examples demonstrate that funds accumulated by management companies do not necessarily disappear during a transition. Subject to the legal structure of each estate and management company, surplus funds can potentially be returned for the benefit of residents and local communities. In some cases this has been used to support the Parish Council in taking on the maintenance responsibilities, reducing the immediate financial impact on both residents and the council while establishing a sustainable long-term arrangement. [liberating...ates.co.uk], [liberating...ates.co.uk]

While every development will have different legal and financial considerations, these examples show that transfer to a parish-led model need not create a significant burden on taxpayers and may, in fact, provide a route to both lower costs for residents and better long-term value for the village as a whole.

Questions Worth Exploring

This is not about immediately taking over every development. Any proposal would require detailed legal, financial and operational assessment.

However, there are legitimate questions that deserve investigation:

- Has every opportunity been taken for public bodies to adopt open spaces where permitted under Section 106 agreements?

- Were all planning obligations relating to land transfer and maintenance arrangements fully complied with by developers?
- Could future developments be structured differently to avoid long-term double charging of residents?
- Could resident-controlled developments work more closely with the Parish Council to achieve economies of scale and better value?

Evidence from previous discussions with developers and residents suggests there may have been opportunities to explore alternatives to private management companies. It is therefore important that these arrangements are fully understood before ruling out future options.

Conclusion

As the village continues to grow, there is a risk of creating two distinct groups of residents: those who contribute solely through the parish precept and those who pay both the precept and substantial private estate charges.

Exploring alternative management arrangements offers an opportunity to reduce that divide, deliver better value for residents, retain more money within the local community and create a more unified approach to managing the village's shared spaces and assets.

The proposal warrants proper investigation rather than being dismissed at the outset.

Additional information:

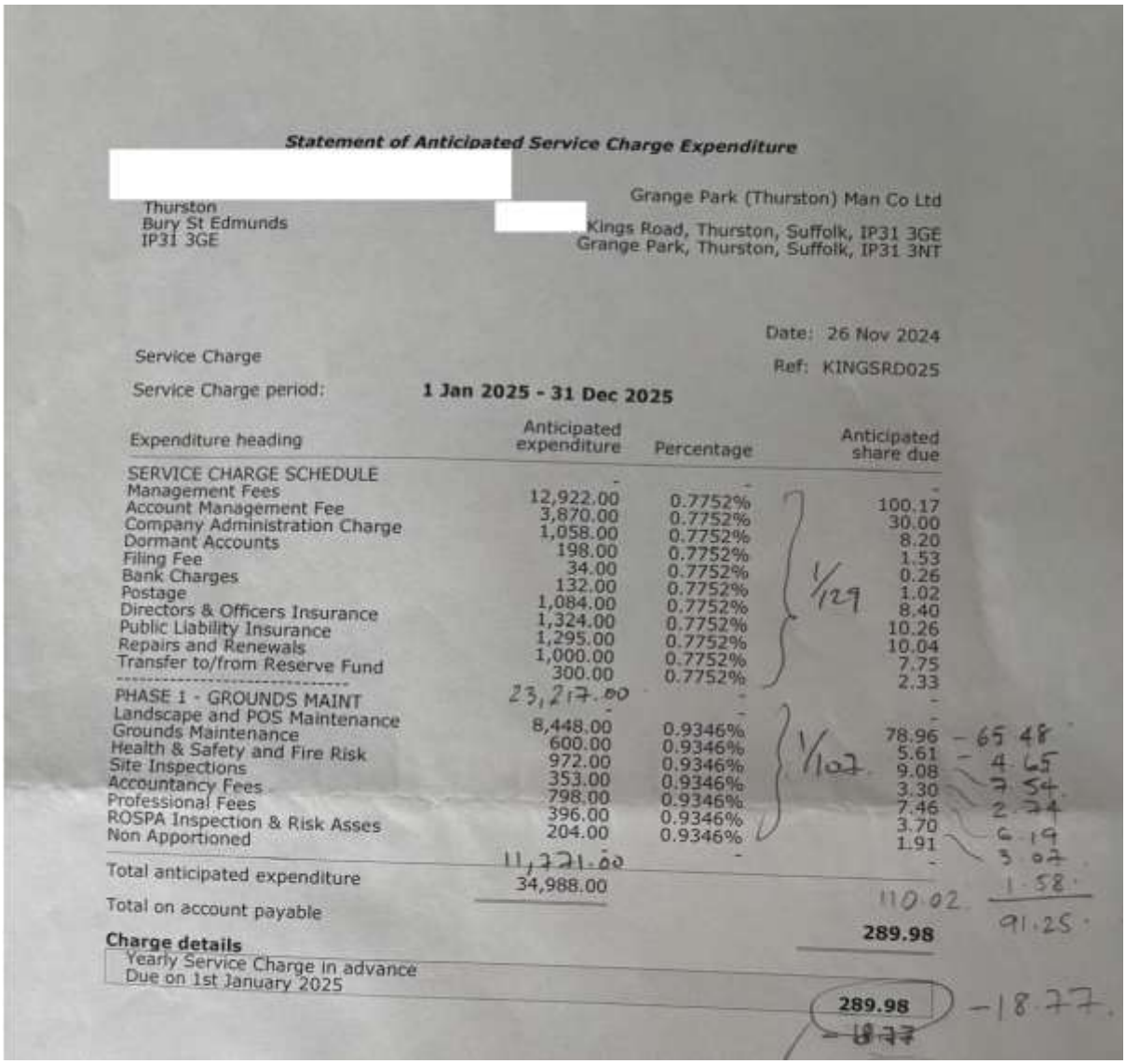
Case Study | Liberating Estates
Source: Liberating Estates
https://share.google/KX17GSbScBvuhbzl6

Management Company Setup on New Build Estates | New-Builds
Source: New-Builds
https://share.google/pS8UsVh04Eo2lwmVt

can a parish council join the management committee of a new development to help appoint or manage a new management company
https://share.google/RljEcamEAYFScxMCe

2025 Gateway Management Bill for Grange Park:

no clear value for money from the “20” visits a month we receive – of the £35000 paid last year for gateway £23217 was in pure admin costs.
Of the remaining £11771 a subsequent £3323 was spent on what are also technically admin fees.
This means of almost £35000 paid that only £8448 was spent on the 20 visits giving an average visit cost of £422.40 for on average 3 hours on site.



Statement of Anticipated Service Charge Expenditure

[redacted]
Thurston
Bury St Edmunds
IP31 3GE

Grange Park (Thurston) Man Co Ltd
[redacted] Kings Road, Thurston, Suffolk, IP31 3GE
Grange Park, Thurston, Suffolk, IP31 3NT

Date: 26 Nov 2024
Service Charge
Ref: KINGSRD025
Service Charge period: **1 Jan 2025 - 31 Dec 2025**

Expenditure heading	Anticipated expenditure	Percentage		Anticipated share due
SERVICE CHARGE SCHEDULE	-	-		-
Management Fees	12,922.00	0.7752%		100.17
Account Management Fee	3,870.00	0.7752%		30.00
Company Administration Charge	1,058.00	0.7752%		8.20
Dormant Accounts	198.00	0.7752%		1.53
Filing Fee	34.00	0.7752%	1/129	0.26
Bank Charges	132.00	0.7752%		1.02
Postage	1,084.00	0.7752%		8.40
Directors & Officers Insurance	1,324.00	0.7752%		10.26
Public Liability Insurance	1,295.00	0.7752%		10.04
Repairs and Renewals	1,000.00	0.7752%		7.75
Transfer to/from Reserve Fund	300.00	0.7752%		2.33
	23,217.00	-		-
PHASE 1 - GROUNDS MAINT	-	-		-
Landscape and POS Maintenance	8,448.00	0.9346%		78.96
Grounds Maintenance	600.00	0.9346%		5.61
Health & Safety and Fire Risk	972.00	0.9346%	1/107	9.08
Site Inspections	353.00	0.9346%		3.30
Accountancy Fees	798.00	0.9346%		7.46
Professional Fees	396.00	0.9346%		3.70
ROSPA Inspection & Risk Asses	204.00	0.9346%		1.91
Non Apportioned	-	-		-
	11,771.00			
Total anticipated expenditure	34,988.00			110.02
Total on account payable				**289.98**

Charge details
Yearly Service Charge in advance
Due on 1st January 2025 **289.98**

-65 48
-4 65
7 54
2 24
6 19
3 02
1 58
91.25
-18 77.
-18 77

Removing a private estate management company like **Gateway Property Management** and initiating a formal handover of the grounds maintenance to a **Parish Council** is highly achievable, but requires navigating a specific legal and contractual path. [1, 2]

Because Gateway typically operates under a **Residents' Management Company (RMC)** model or a developer covenant, residents cannot simply "fire" them without first altering the legal structure holding the land. [1, 2]

The Legal Paths to Remove Gateway

Depending on how far along the housing development is, you have two primary routes to execute this handover:

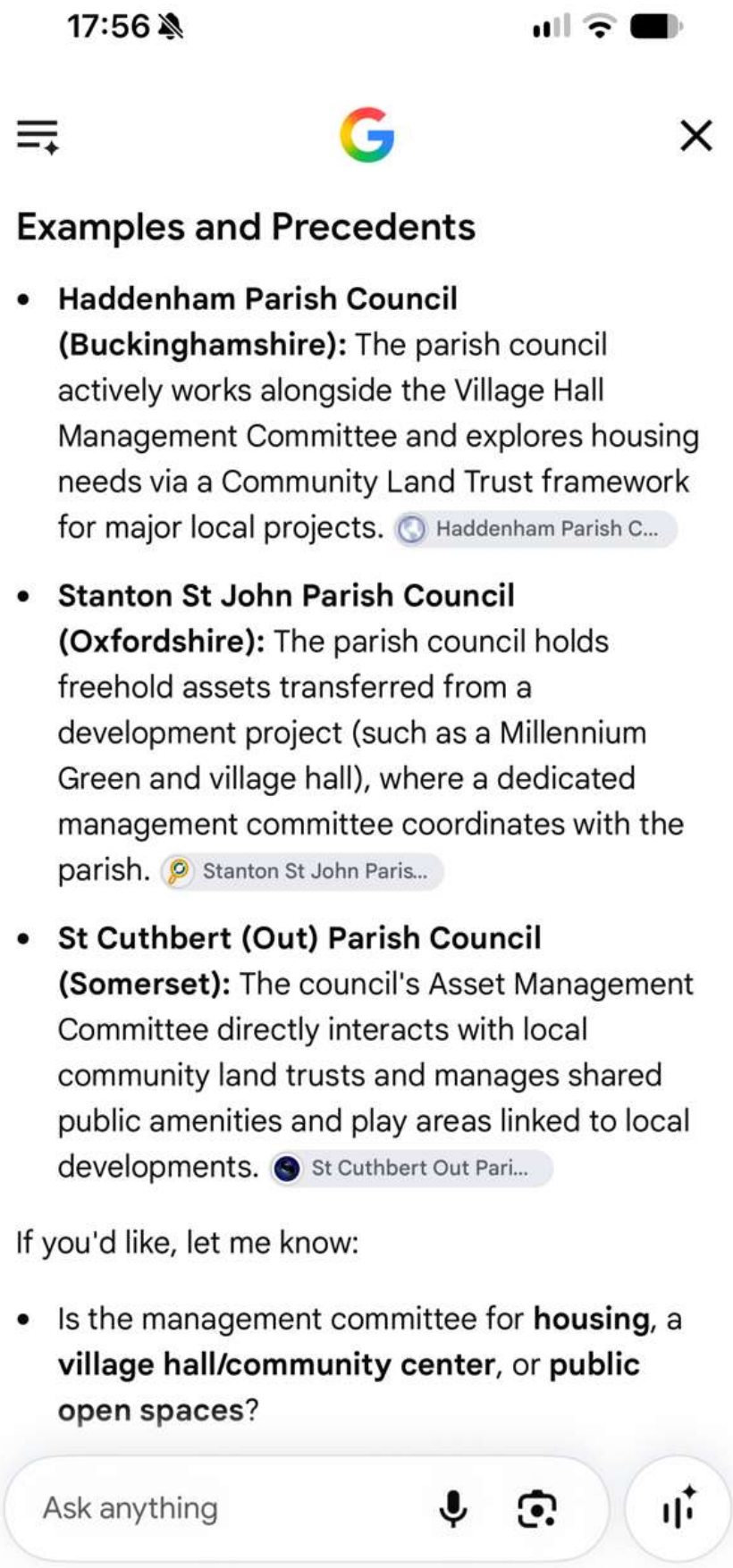
1. **The Developer Proposal Route (If the estate is unfinished):**
   If the developer (e.g., Vistry/Bovis, Persimmon) is still actively building or has not yet legally handed over the common areas to the RMC, **the residents do not have to wait**. A resident steering group, backed by the Parish Council, can put a formal proposal directly to the developer's Managing Director. This proposal details a planned exit for Gateway, replacing them with a Parish Council adoption strategy. [1, 2, 3]
2. **The RMC Takeover Route (If the estate is finished):**
   Once the final plot is sold, the developer transfers the shares of the RMC to the residents. Once residents control the RMC board, they have the total legal authority to terminate Gateway's contract. They can then arrange to lease, transfer, or contract the maintenance directly to the Parish Council. [1, 2, 3]
3. **The Section 106 Enforcement Route:**
   If the developer's original planning permission (the Section 106 agreement) stated that the local council or parish council *must* be given the option to adopt the green spaces first, but the developer bypassed this to appoint Gateway, the builder is in **breach of planning control**. Residents can trigger a Planning Enforcement case with the District/Borough Council to force the developer to comply and begin the parish handover. [1, 2]

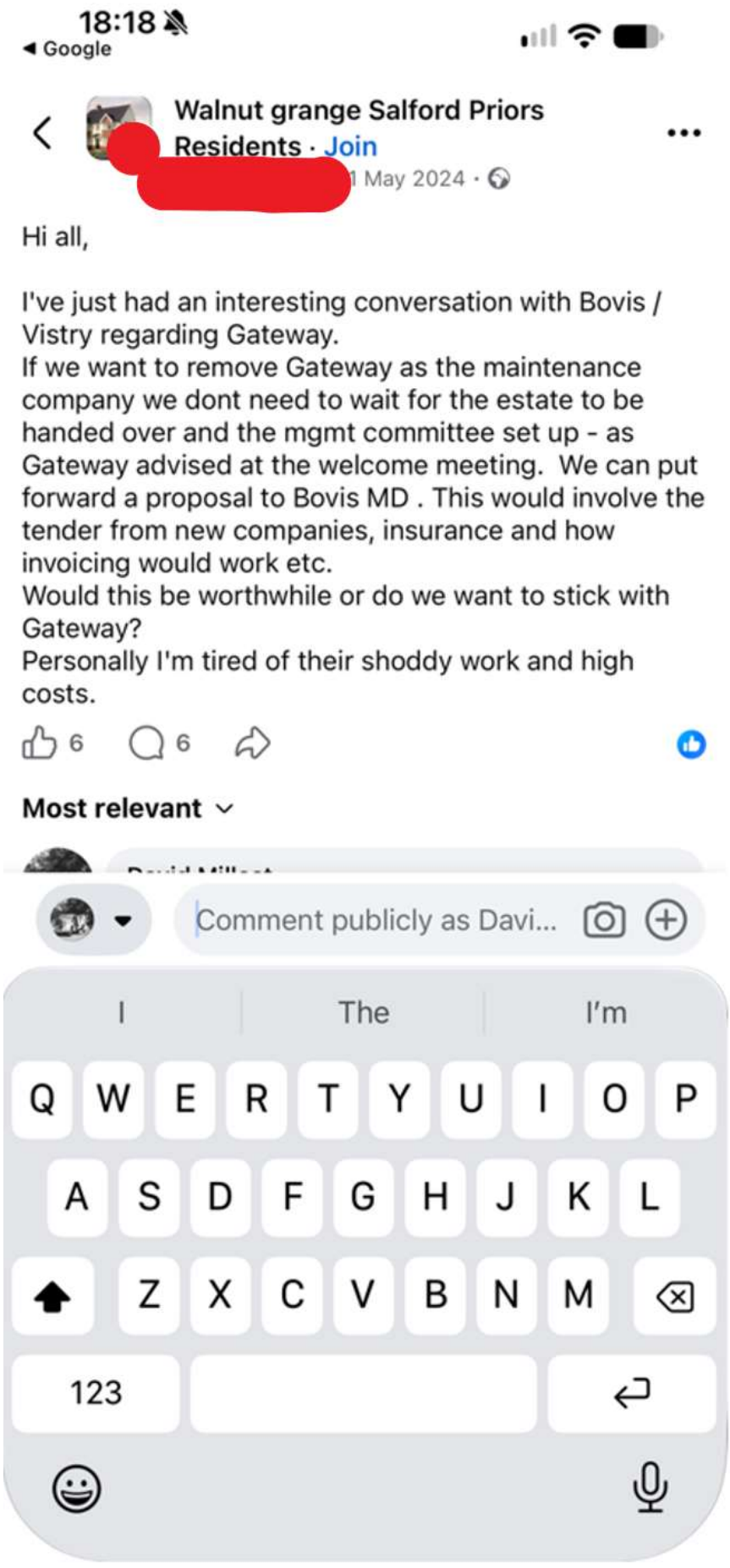
The Step-by-Step Handover Process

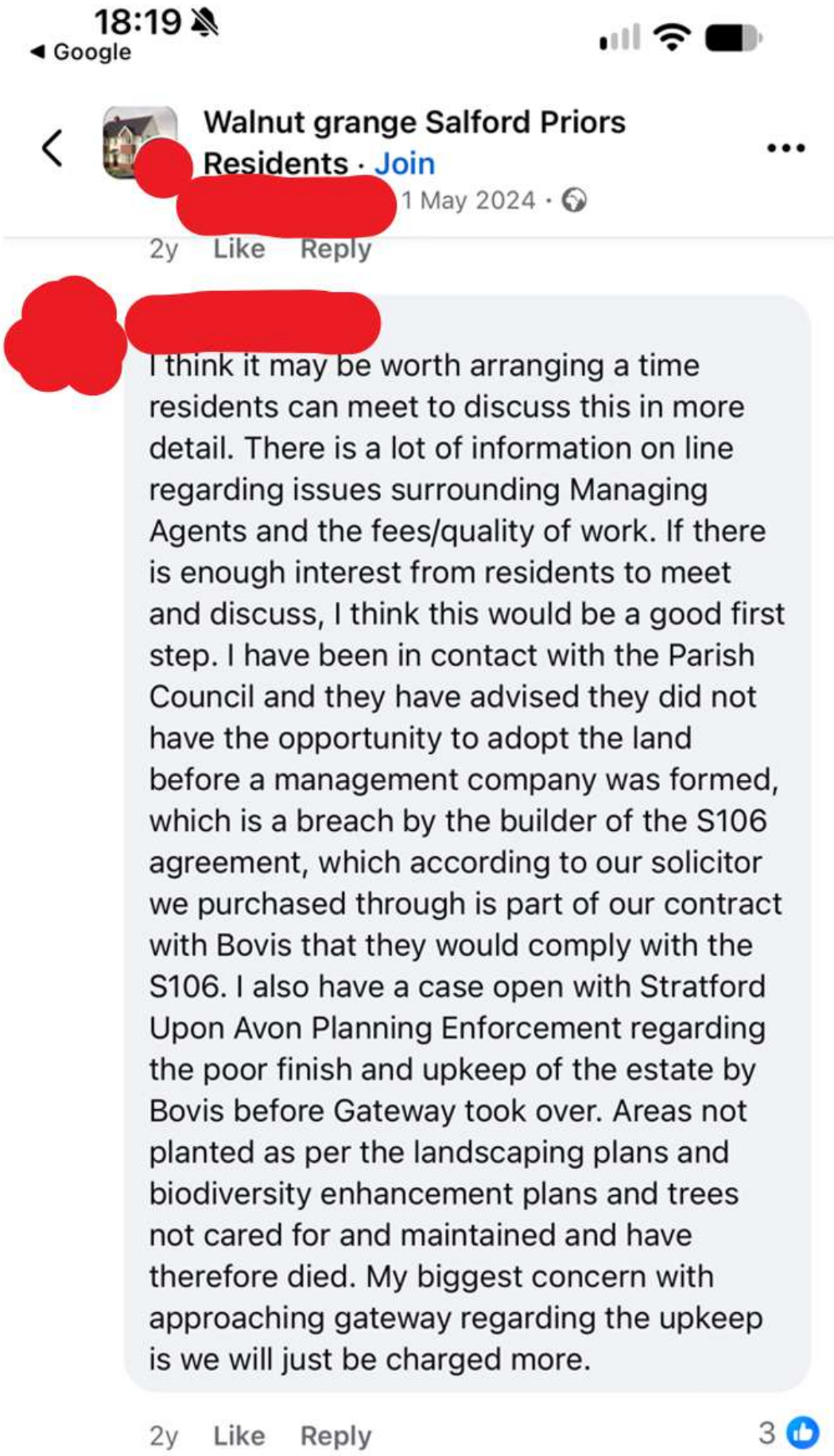
To successfully remove Gateway and transition the grounds maintenance to the Parish Council, you must follow this structural framework:

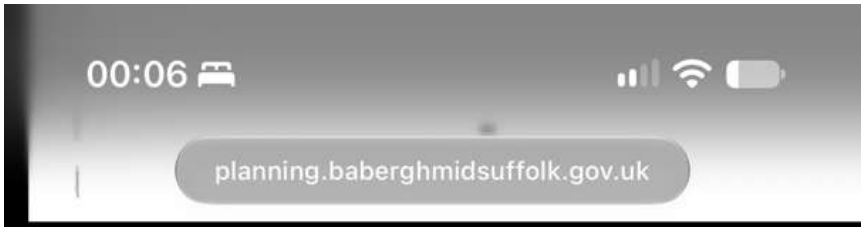
Step	Action Required	Key Considerations
1. Establish Parish Consent	The Parish Council must formally vote and pass a resolution in a public meeting agreeing to take on the land.	They must confirm they have the capacity or can tender out to a local contractor.
2. Review the TP1 Title Deeds	Review the property purchase deeds (Form TP1) to see exactly how the "rentcharge" or estate fee is written.	Check if the covenant allows the land to be transferred to a local authority.
3. Financial Commuted Sum	The Parish Council should demand a **commuted sum**(usually a 10-to-15-year maintenance budget) from the developer before taking the land.	The parish should *not* absorb the maintenance costs immediately via local council tax without a developer payout.
4. Land Transfer & De-Registration	A property solicitor must formally transfer the freehold of the green spaces from the developer/Gateway to the Parish Council.	Land Registry records must be updated to remove Gateway's management restrictions.

5. Extinguishing the Service Charge	The RMC or developer must issue a final balancing bill and legally dissolve or alter the covenant so residents stop receiving Gateway invoices.	Any outstanding debts must be settled so residents start fresh.


17:56
Examples and Precedents
• Haddenham Parish Council (Buckinghamshire): The parish council actively works alongside the Village Hall Management Committee and explores housing needs via a Community Land Trust framework for major local projects. Haddenham Parish C...
• Stanton St John Parish Council (Oxfordshire): The parish council holds freehold assets transferred from a development project (such as a Millennium Green and village hall), where a dedicated management committee coordinates with the parish. Stanton St John Paris...
• St Cuthbert (Out) Parish Council (Somerset): The council's Asset Management Committee directly interacts with local community land trusts and manages shared public amenities and play areas linked to local developments. St Cuthbert Out Pari...
If you'd like, let me know:
• Is the management committee for housing, a village hall/community center, or public open spaces?
Ask anything


18:18
Google
Walnut grange Salford Priors Residents · Join
1 May 2024 ·
Hi all,
I've just had an interesting conversation with Bovis / Vistry regarding Gateway.
If we want to remove Gateway as the maintenance company we dont need to wait for the estate to be handed over and the mgmt committee set up - as Gateway advised at the welcome meeting. We can put forward a proposal to Bovis MD . This would involve the tender from new companies, insurance and how invoicing would work etc.
Would this be worthwhile or do we want to stick with Gateway?
Personally I'm tired of their shoddy work and high costs.
6
6
Most relevant
Comment publicly as Davi...
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Walnut grange Salford Priors Residents · Join
1 May 2024 ·
2y Like Reply
I think it may be worth arranging a time residents can meet to discuss this in more detail. There is a lot of information on line regarding issues surrounding Managing Agents and the fees/quality of work. If there is enough interest from residents to meet and discuss, I think this would be a good first step. I have been in contact with the Parish Council and they have advised they did not have the opportunity to adopt the land before a management company was formed, which is a breach by the builder of the S106 agreement, which according to our solicitor we purchased through is part of our contract with Bovis that they would comply with the S106. I also have a case open with Stratford Upon Avon Planning Enforcement regarding the poor finish and upkeep of the estate by Bovis before Gateway took over. Areas not planted as per the landscaping plans and biodiversity enhancement plans and trees not cared for and maintained and have therefore died. My biggest concern with approaching gateway regarding the upkeep is we will just be charged more.
2y Like Reply
3



PART 3

3 OPEN SPACE

3.1 The Owner shall provide the Open Space on each Phase in accordance with the approved Open Space Scheme for that Phase as agreed pursuant to paragraph 1.3 of part 1 of this Schedule

3.2 Before implementing the Open Space Scheme for a Phase the Owner shall notify the District Council whether the Owners intends to transfer the Open Space for that Phase to a Management Company or to the Public Body

3.3 In the event that the Owner elect to transfer the Open Space on a Phase to a Management Company then the Owner shall obtain the District Council's written approval of details of the proposed Management Company its corporate structure, directors and officers (where known) and the mechanism of funding the Management Company demonstrating that the proposed Management Company can carry out the management and maintenance of the Open Space which may for the avoidance of doubt include obligations on each purchaser of an individual Dwelling to become a member of the Management Company for that Phase and to pay a fair proportion of the costs of maintaining the Open Space

3.4 Following the provision of the Open Space on a Phase in accordance with the Open Space Scheme for that Phase the Owner shall thereafter maintain the Open Space on that Phase in accordance with the approved Open Space Scheme for that Phase until such time as the Open Space has been transferred to the Management Company or the Public Body in accordance with this Deed and the Open Space Scheme for that Phase

3.5 The Owner shall transfer the Open Space for each Phase to the Management Company or Public Body (if it has been decided that the Management Company or Public Body shall maintain the Open Space) within 12 months of Occupation of the final Dwelling

3.6 As part of any transfer of the Open Space to a Management Company the Owner will make alternative provision for the future maintenance of the Open Space in the event that the Management Company becomes bankrupt or goes into administration to the reasonable satisfaction of the District Council