



## **AGENDA ITEMS 7 AND 8 – DC/20/0321 and DC/20/0322**

### **Agenda Item 7 – DC/20/0321**

#### Public access to windmill

Paragraph 6.43 of the committee report reads: 'It is therefore recommended that this application be permitted subject to appropriate conditions and the signing of a Section 106 agreement to secure finance for the ongoing maintenance of the windmill and **requiring a number of open days throughout the year.**' This is incorrect and the requirement for a number of open days should be removed as this does not form part of the recommendation.

This application does not include a specific proposal to open the mill to the public due to the costs of the insurance which the applicant contends would make the development unviable and threaten the funds accumulated for the repairs of the mill. It should be noted that this application does not permanently restrict public access to the windmill for the future, and this is something we would encourage the applicant to reconsider in the future. The windmill will have an entirely separate entrance and if the owners felt inclined to open the windmill to the public again in the future, this would still be workable and achievable.

#### Confidential information

An appendix to this addendum with confidential information has been circulated to members. As it is exempt information under paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972 - Information relating to the financial or business affairs of any particular person (including the authority holding that information) it should not be made public and any discussion of the confidential appendix will be held in closed session. The rest of the addendum and the report will be considered in public.

#### Mortgage information

The Council has been furnished with a copy of a Mortgage Illustration and offer letter (confidential appendix attached). Notwithstanding the submission of these documents in support of the applications, it is recommended that the Section 106 Agreement should include a clause requiring confirmation of funding being secured prior to commencement of development. This would include a Secured Mortgage Offer or confirmation of funds from another source. If this clause cannot be met then the development cannot be implemented. This would ensure that the restoration and on-going maintenance of the windmill was secured through the legal agreement.

### **Agenda Item 8 – DC/20/0322**

The Society for the Protection of Ancient Buildings (SPAB) - Windmill Section have submitted further comments to the proposal. These revert back to their originally submitted comments stating the following:

*The minor public benefits that might result from the creation of a single dwelling do not outweigh the harm that would be done to the heritage asset. This harm would result from a change of use that would affect the long term ability of the structure to function as an historic windmill. The SPAB Mills Section therefore object to the application.*

The Council's Conservation Officer and the Officers assessment concludes that following significant amendments to the scheme the heritage benefits do now outweigh any harm caused. Benefits

include a sum secured for the long term maintenance and preservation of the listed building sufficient to secure the future of the windmill, and by avoiding alteration to the smock mill itself the possibility of it being brought back onto use in the future is maintained.

End

## **Appendix 1**

**The following Appendix is exempt by virtue of Paragraph 3 of Part 1 of Schedule 12A to the Local Government Act 1972 - Information relating to the financial or business affairs of any particular person (including the authority holding that information)**