

**From:** [REDACTED]  
**To:** [Manston Airport](#)  
**Subject:** Draft Section 106 Agreement  
**Date:** 08 July 2019 18:34:10

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Dear sir/madam,

You will have to concede that the DCO process for Manston is a chaotic mess. The examination is timetabled to finish tomorrow but a whole raft of information has only been published today. How, [REDACTED], are people supposed to read through the information which has been published, consider it carefully and give a considered response?

When Manston was open previously, a Section 106 Agreement was drawn up between the Council and the Airport Operator. The intention of the agreement was to allow the council to enforce environmental controls in the absence of a planning permission for the airport.

The Section 106 Agreement did not work. Local residents were subjected to enormous noise levels and night flights. The night flights were not permitted but the airport operator had an endless list of excuses for late arrivals and departures. Where fines were levied they were not always collected. One company, MK Airlines, left the airport owing over £30,000 in fines. This money was never paid and the council was not able to force the airport operator to pay the fine.

I spoke to the Council's Planning Director about the repeated infringements of the Section 106 Agreement and he told me that the Council could not enforce it because it was a voluntary agreement. He told me that no penalties were specified within the agreement and that the Council's only option would have been to go to court to ask for the airport to be shut down; something councillors weren't prepared to do.

You can easily see what I'm on about if you examine the clause within the old agreement which required that it be regularly updated. For example, a large fine for a night-flight will turn into a small fine if it is not increased each year in line with inflation. The old agreement was never updated even though it was supposed to be updated at regular intervals.

The new draft Section 106 Agreement suffers from the same major shortcomings as the old one. Within the document Riveroak make all sorts of undertakings and commitments. But what happens if they don't do any of it? No penalties are specified within the agreement for failing to do any of the things which Riveroak say they will do. The agreement needs to specify penalties for failing to each commitment which has been made,

Kind Regards,

Mr. Peter Binding