

Rebuttal Proof of Evidence on behalf of the Twickenham Riverisde Trust

1. This is a further proof of evidence in response to evidence submitted by Paul Chadwick.
2. This is not intended to be an exhaustive rebuttal of the contentions made in Mr Chadwick's evidence. For example, matters relating to SPECIAL CONSIDERATIONS AND SPECIAL CATEGORY LAND (Section 10) will be dealt with at the Inquiry.
3. **THE HISTORY OF THE SCHEME AND IMMEDIATE AREA (Section 5)**
4. This section is being addressed by Mr Ted Cremin.
5. **2015-2018 APPLICATION (paras 5.5-5.8)**
6. In his Proof of Evidence, Mr Chadwick refers to an October 2017 consultation carried out by the Authority in relation to the previous Administration's Scheme, stating that "support for the site layout plan and building appearances was low and people wanted parking removed from the Embankment."
7. In rebuttal, the Trust would like to explore in further detail the 2017 Scheme referred to in these paragraphs of Mr Chadwick's Proof of Evidence.
8. An examination of the 2017 Consultation to which Mr Chadwick refers in his Proof of Evidence demonstrates the degree to which the 2017 Scheme's failure to remove parking from the Embankment influenced respondents' feedback to the general question regarding the overall "site layout plan" (as referenced by Mr Chadwick in his Proof of Evidence para **5.7**)
9. Please see below for a site layout plan of the 2017 Scheme referred to by Mr Chadwick in his Proof of Evidence (**paras 5.5-5.8**).
NOTE: the Open Space calculations shown on the layout below do not include the c.1200m² open space of the Embankment Promenade.

Open space and pedestrian access - site measurements



[width of Church St, frontage to frontage = 7.5m (24ft)]

- 1. 6m (20ft):** width of the main pedestrian entry from King St
- 2. 7m (23ft):** width of the internal 'lane'
- 3. 10m (33ft):** depth of the Riverside Terrace
- 4. 15m (49ft):** length of continuous curved wooden seating area
- 5. c.400m²:** area of Riverside Square

1310m²: publicly accessible open space

1125m²: pedestrian circulation space

>4500m²: above + open space of Diamond Jubilee Gardens

1061m²: footprint of buildings

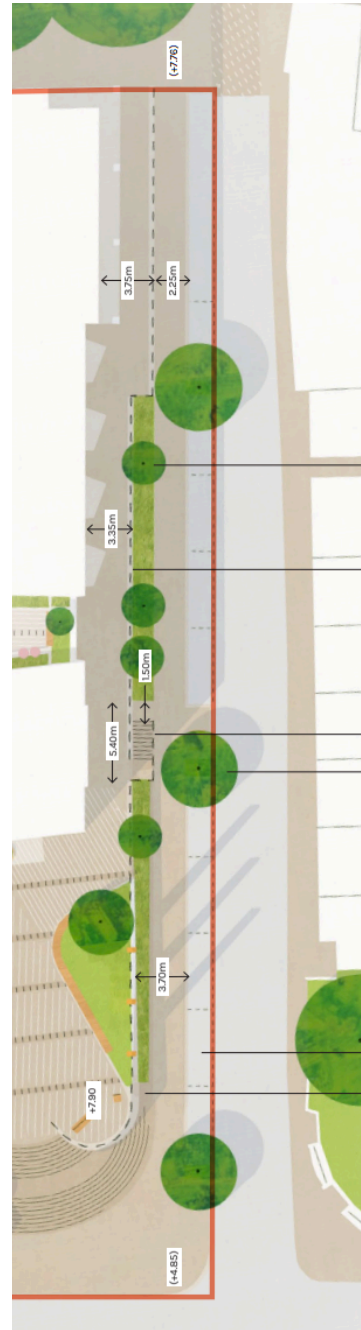


(above) 3D visualisation of the 2017 Scheme on a GoogleEarth background

- I. The 2017 Scheme also promoted a widened Water Lane, as per the Authority's 2021 Scheme (see below):

Water Lane:

1. Widened footpath
2. Introduction of landscaping
3. Design does not prevent future removal of parked cars to produce an even wider street-level footpath.



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Twickenham Riverside: brownfield site
39 homes, 4 storeys on King St/top of Water Lane



Twickenham Embankment: brownfield riverside site
39 homes, 3 storeys on riverside

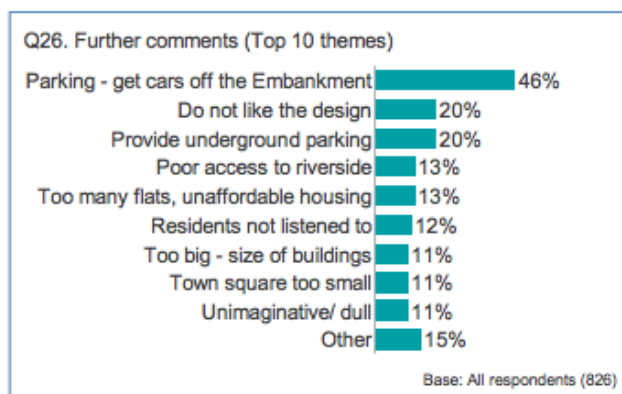


(above x 2 - CGI visualisations as available publicly to view on the 2017 planning application)

1. The degree to which the retention of the Embankment parking influenced respondents' critical responses to the Autumn 2017 Consultation can be seen in the detailed Consultation Report (available publicly to view on the Authority's website pages relating to 'Twickenham Riverside Development' as part of the 'previous documents' relating to the 2017 Scheme).
2. 46% of 826 respondents, in response to a 'free response' question as to whether they had any other comments, referenced the desire to see parking removed from the riverside:

3.9. Final comments

Respondents were invited to make any further comments or suggestions. These have been coded into themes and the top ten charted below. The top three themes were parking (46%; 381 people), Design (20%; 166 people) and providing underground parking (20%; 165 people).



3. This parking-driven response is entirely consistent with the responses to both the September 2019 and January 2021 consultations regarding the Authority's 2021 Scheme, and the Trust's analysis of 'Support' comments for the Authority's August 2021 Planning Application.
4. [It is to be noted that any reference whatsoever to public feedback received as part of the August 2021 Planning Application process is entirely absent from Mr Chadwick's Proof of Evidence. In contrast, the Trust has supplied a detailed analysis of the public's responses (see **W4.2.09** accompanying Mr Cremin's Proof of Evidence).]
5. The Autumn 2017 Consultation had also asked quantifiable 'agree/disagree' response questions regarding specific aspects of the 2017 Scheme, itemising them individually (as opposed to grouping them together and asking for a 'one-size-fits-all' response as

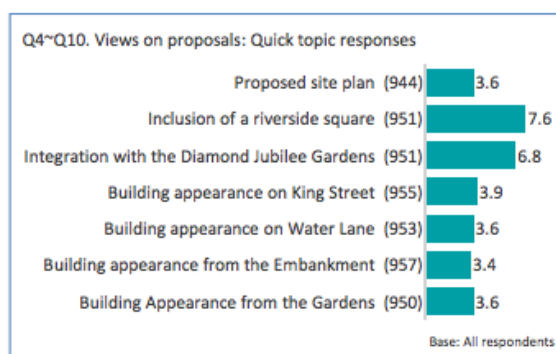
the Authority did in its January 2021 Consultation question regarding open space on its Scheme).

1. As can be seen from the “site layout plan” above (to which Mr Chadwick refers to in his evidence, but provides no visual reference material), the 2017 Scheme integrated the existing Diamond Jubilee Gardens into wider landscape plans, to include a raised riverside square and centrally located ramped accessible landscaped access between the Embankment and the Gardens.
2. When the Autumn 2017 Consultation respondents were asked specific questions regarding these aspects of the 2017 Scheme (rather than asked for an overall response to the ‘site layout’ which, of course, retained the Embankment parking, even though it lay outside of the official ‘site’ per se), the inclusion of a riverside square and the integration of the Diamond Jubilee Gardens received the highest positive feedback:

3.2. Views on the proposals: quick topic responses

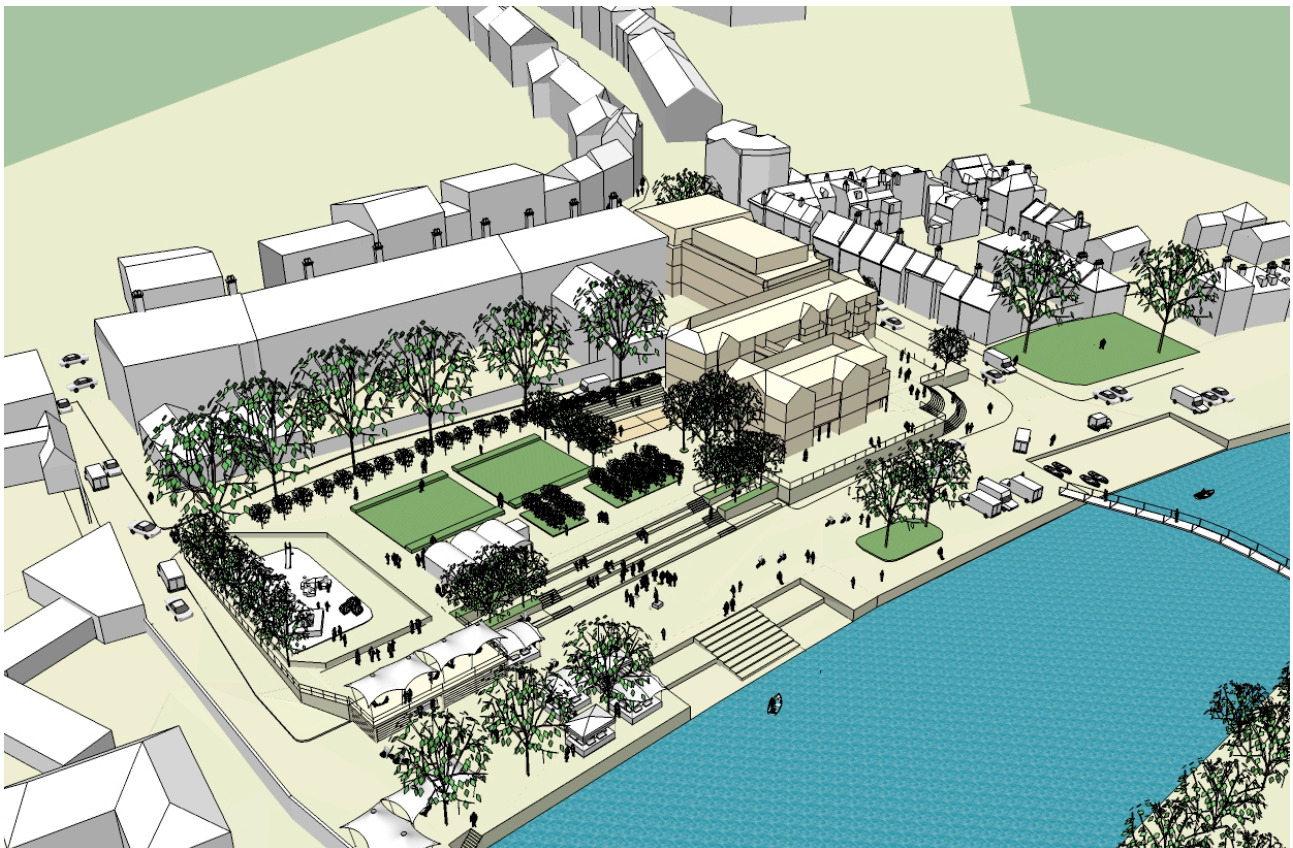
Using a scale of 0-10 (with 0 being disagree and 10 being agree) respondents were asked to rate their level of agreement with the following proposals.

- Proposed site plan
- Inclusion of a riverside square
- Integration with the Diamond Jubilee Gardens
- Building appearance on King Street
- Building appearance on Water Lane
- Building appearance from the Embankment
- Building appearance from the Gardens

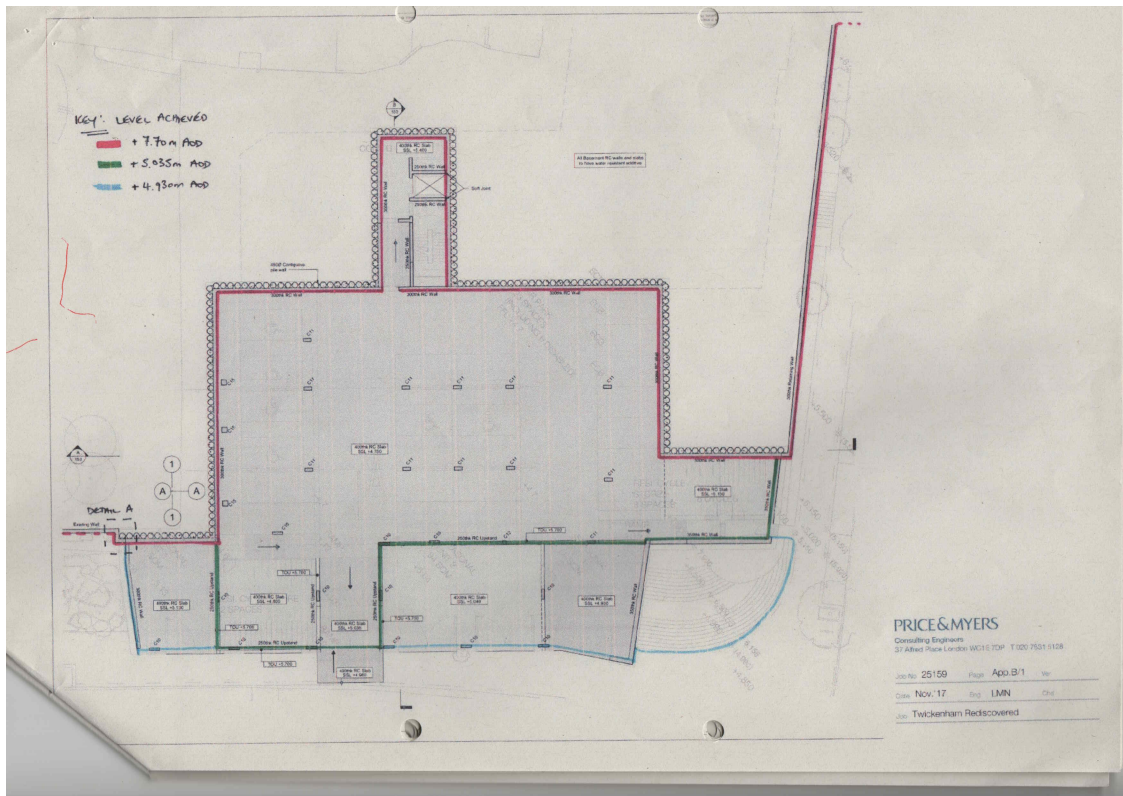


The data was weighted to calculate the mean score for each topic. Agreement was highest for the proposal for inclusion of a riverside square (7.6) and integration with the Diamond Jubilee Gardens (6.8).

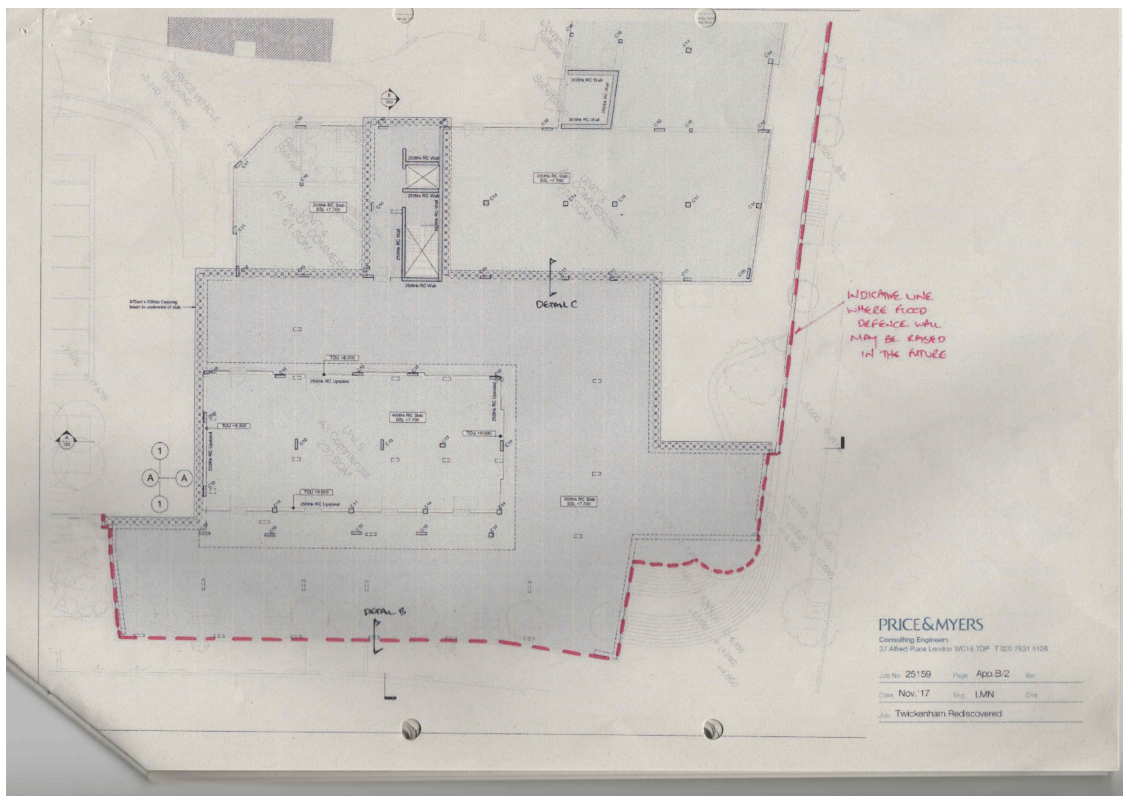
1. As already mentioned above, the support for removal of parking from the Embankment in the Authority's Autumn 2017 Consultation is entirely consistent with feedback from its January 2021 Consultation.
2. Mr Chadwick, however, in his Proof of Evidence, implies that the 2017 and 2021 responses ('driven' by the retention/removal of parking) are also indicative of disapproval/support with respect to the provision of open space across both Schemes.
3. **NOTE:** The 2017 Scheme not removing parking from the Embankment was the subject of an online petition in support of a "park not car park" (as detailed in the Trust's Proof of Evidence on Consultation **W4.1.1**). It should be noted that that this 2017 petition was not campaigning against any of the buildings/landscaping elements of the 2017 Scheme per se, but rather its failure to remove parking from the Embankment.
4. With the removal of parking and the retention of vehicular access along the Embankment (as proposed in the Authority's CPO Scheme), the 2017 Scheme could be amended (for example) as shown below:



1. Mr Chadwick's Proof of Evidence, in spite of referring to the 2017 Scheme in **paras 5.5-5.8**, offers no "compelling case in the public interest" (indeed, no detail whatsoever) in support of how the Authority's 2021 CPO Scheme delivers wellbeings above and beyond those which could be delivered by an amended 2017 Scheme.
2. **Objection to the 2017 Scheme from the Environment Agency (para 5.8)**
3. In para **5.8** of his Proof of Evidence, Mr Chadwick refers to an objection from the Environment Agency "relating to the location of the flood defence wall." He offers more detail:
4. "The Environment Agency were not supportive of the flood defence wall, which comprised the rear wall an Embankment level covered car park in the scheme design. The Environment Agency were also not supportive of the location of a building in front of the flood defence wall, albeit at a higher level (above the car park)."
5. Mr Chadwick, however, omits to mention in this Proof of Evidence that the Environment Agency had written to the Authority in February 2018, detailing how the 2017 Scheme could be made compliant with its requirements. It was an uncomplicated fix - remove the under-podium parking and locate the flood defence wall towards the front of the raised corner of Water Lane/the Embankment.
6. See below for a visual showing the location (red line) of the flood defence walls on the 2017 Scheme:




- I. See below for where the flood defence wall (red line) would be relocated to make the 2017 Scheme compliant with Environment Agency requirements:



1. The 2017 Scheme, the Trust would strongly contest, is key in the Authority's consideration of 'alternatives' to its CPO Scheme.
2. With the removal of parking from the Embankment and Embankment-level landscaping enhancements, the 2017 Scheme is a viable alternative to the Authority's 2021 CPO Scheme, and is capable - the Trust would also contest - of delivering comparable social, environmental and economic wellbeings.
3. The Authority is unable to demonstrate, however, that it has 'considered, tested and assessed' the 2017 Scheme such that it is able to materially evidence that its 2021 Scheme has wellbeings that are "uniquely deliverable."
4. **NOTE:** As detailed above, in February 2018 the Authority had received a letter (which had not been made public as part of the planning process, having arrived only a few weeks before the March 2018 Planning Committee meeting) from the Environment Agency (EA) regarding changes that would need to be made to the 2017 Scheme in order to make it compliant with EA requirements.
5. Crucially, this February 2018 letter from the EA did not form part of the June 2019 RIBA Design Brief. The Design Brief referred the shortlisted architects to the 2017 planning application documents of which the EA February 2018 letter was not part.
6. The letter, however, had been seen by those key officers that were part of the Authority's Project Team assigned to the 2019 RIBA Design Competition. This is a key oversight on the part of the Authority, the impact of which was to be felt until early 2021, as the competition-scheme underwent several revisions to make it EA compliant.
7. In spite of the the surveyor (who had advised the Authority on its 2017 scheme, and was now advising the Authority on its June 2019 RIBA Competition) raising the query with the RIBA Competition Design Panel in September 2019 regarding the Hopkins proposal ("Verify EA view on waterfront buildings"), it was not until late July 2020 i.e. some 12 months after having started work on its Competition Scheme, that the Project Team met with the EA for the first time.

See below for the first page of the EA's 6-page letter [Trust's emphasis]:

creating a better place



Environment
Agency

Ms Lucy Thatcher
London Borough of Richmond upon Thames
Planning Department
Civic Centre (44) York Street
Twickenham, Middlesex
TW1 3BZ

Our ref: SL/2017/117778/01-L01
Your ref: 17/4213/FUL
Date: 9 February 2018

Dear Ms Thatcher

**Full planning application for the demolition and removal of all existing buildings and structures and redevelopment with a mixed use development
1, 1A, 1B and 1C King Street; 2-4 Water Lane, Twickenham**

Thank you for consulting us on the application for the redevelopment of Twickenham Riverside. We have reviewed the information submitted and based on the current designs we object and recommend refusal of planning permission for the following reason.

The proposed development is unacceptable as the new flood defences will form part of the new underground car park and introduce a new flood gate. The car park will have a car and pedestrian access point from the riverside which will be defended by an automatic flood barrier. **We are concerned that flood defences underneath new buildings and flood barriers have an inherently higher risk of failure than a passive / fixed flood defence structures and may require future works/amendments to make the development resilient to climate change.**

Resolution
The flood defence should be a passive, independent structure located at the front of the new buildings and not underneath buildings / car park. This will remove the need to manage access to the defences and remove the need manual gates/barriers and ensure the defences are fit for the lifetime of the development.



We have consistently raised these issues at pre application stage through meetings and correspondence but the design and layout has not been updated to take account of flood risk management issues we have highlighted. The current plans have failed to take account of the Thames Estuary 2100 plan and could result in additional works and expense to make the site resilient to flooding in the future and lead to the closure of the underground car park and the flood defence line being moved to the front of the development.

If you are minded to grant planning permission despite our flood risk objection please contact me to discuss this. As this is a major planning application this will trigger the "call in direction" to the Secretary of state to review the application if you are minded to grant planning permission. We want to continue working with you to ensure this key riverside site is designed to be resilient to climate change and includes independent flood defence structures. We have attached more detailed guidance in Section 1 on the flood risk management issues and the key planning policies.

If you have any questions or require more information please let me know.

Yours sincerely

Joe Martyn
Planning Specialist
Environment Agency
3rd Floor, Seacole Building, 2 Marsham Street, London, SW1P 4DF



ENVIRONMENT IS PEOPLE

Email: kslplanning@environment-agency.gov.uk
Website: www.gov.uk/environment-agency

I. NEGOTIATIONS WITH INTERESTED PARTIES (Section 11)

2. This section is being addressed by Mr Ted Cremin.

3. [...] “LBR5 and its appendices set out the full negotiations and correspondence between the Council and the Trust from July 2018 to April 2023 (Para 11.9)

4. Far from being a “full” account, **LBR5** is an incomplete document in two key respects.

5. Emails

6. Firstly, there are key email exchanges (most importantly relating to June/July 2020) between the Authority and the Trust which are either (1) completely absent from the **LBR5** ‘timeline’ or (2) if present in the **LBR5** timeline, a summary that does not accurately reflect the content of the email is offered in evidence rather than the actual correspondence itself.

7. Minutes

8. Secondly, **LBR5** contains several examples of ‘Minutes’ produced by the Authority of meetings with the Trust that were never circulated for mutual agreement. The Trust is seeing the vast majority of these for the first time. This is particularly important in relation to key meetings between the Trust and the Authority that took place in both January 2020 and June 2020.

9. As with the email summaries offered in evidence in **LBR5**, the Trust contests that the Authority’s previously uncirculated Minutes accurately reflect the discussions that took place with respect to certain key aspects of the negotiations/engagement with the Trust.

10. The Heads of Terms

11. Mr Chadwick frequently refers to the Heads of Terms in his Proof of Evidence.

12. However, it is important to emphasise that the negotiations on Heads of Terms with the Trust related to two separate but connected documents: (1) the written Heads of Terms and (2) a plan of the Scheme to accompany the written Heads of Terms showing the Trust’s re-provision.

1. This rebuttal is focussing on Mr Chadwick's Proof of Evidence relating to the plan of the Trust's reprovision. The Trust was very clear from the outset that any agreement on the Heads of Terms would require agreement from the Trust on both (1) and (2) as detailed above, and that the Heads of Terms would not be signed without agreement on the accompanying plan showing the proposed reprovision.
2. **The Trust's involvement in the design development (para 11.16 onwards)**
3. There is inevitably overlap between Mr Chadwick's Proof of Evidence and that of Mr Bannister in this area.
4. However, as the Lead Officer on the Scheme (i.e. the 'Client') and the main point of contact between the Trust and its architect, the Trust's involvement in the design development of the Scheme is being rebutted with reference primarily to Mr Chadwick's Proof of Evidence (with brief reference where applicable to that of Mr Bannister).
5. **Lack of clarity on the Trust's reprovision on the Competition designs**
6. **LBR5 Appendix 14 - (1)**
7. This appendix contains Minutes (previously unseen by the Trust) of a meeting with the Trust on 6.9.2019. The Minutes reference a Trustee meeting to be held on 17.9.2019 to discuss the RIBA Competition designs. What, however, is missing from LBR5's supposedly "full" account is that, subsequent to this meeting, the Trust emailed the Authority requesting plans of each competition design showing the Trust's reprovision.
8. The Trust was told that these were not available, and that the Trust might wish to measure each architect's proposed reprovision for themselves from the Consultation material, 'guessing' in the absence of any indication whatsoever on the consultation material.
9. This is very much at odds with **para 11.19** in which Mr Chadwick emphasises that "[...] the Gardens, and the reprovision of replacement open space, was of key importance."

1. The Trust, having had its initial discussions that identified Trustee support for Hopkins as the preferred scheme of the five, then asked the Authority if, minimally, it would be able to provide a plan showing the Trust's reprovision as part of the Architect 1's Scheme. The Authority was, again, not able to accommodate this request.
2. **LBR5 Appendix 15 - (2)**
3. This appendix reproduces the Trust's 29.9.2019 response to the September 2019 RIBA Competitions. Both the summary in **LBR5 (item 23)** and the **para 11.21** omit the words "including scale drawings" from the Trust's caveated response regarding "scheme number 1 should be the preferred scheme among those that have been shortlisted."
4. The Trust's email of 29.9.2019 has been variously characterised by the Authority as demonstrating 'support' or 'approval' from the Trust for the Hopkins scheme and the Trust's reprovision therein. It was, though, no more than an indication of a preference, subject to much more detail - not only about the Trust's reprovision but other details, too - being made available, part of which had been requested and not been supplied.
5. **LBR5 Appendix 17 - (3)**
6. This appendix lists the questions asked to the shortlisted architects during the "RIBA Final Interviews with Design Teams" that took place on 21.10.2019. No Minutes are provided by the Authority of this meeting, no doubt for reasons of confidentiality.
7. It has, however, been confirmed by an attendee of this meeting (Henry Harrison, the SRG representative on the RIBA Design Panel) that none of the architects were asked to demonstrate in any detail how they had met the Trust's requirements for the Diamond Jubilee Gardens.
8. **The Authority's time-driven schedule**
9. In what would become a constant background noise informing very many of the Authority's communications to the Trust over the next year (November 2019 through October 2020, when the Authority first indicated in writing its intention to use powers of Compulsory Purchase), the loud ticking clock of the Authority's time-driven schedule was already to be heard as early as November 2019, a matter of days after Hopkins was announced as the preferred bidder.

1. The emphasis on matters progressing as quickly as possible would continue throughout 2020 (with its many months of lockdown/uncertainty), impacting negatively on the Authority's engagement/negotiations with the Trust, resulting in its premature and ill-informed "final offer" of June 2020 (more detail on which is offered further down in this rebuttal).
2. **LBR5 Appendix 18** contains several email exchanges, over a period from 19.11.2019 to 4.12.2019.
3. The Authority indicates to the Trust (19.11.2019) that "we must have [Trust's emphasis] agreed/signed The Deed of Surrender and the HoTs" before its Finance Committee meeting on 15.1.2020.
4. At this point, the Authority had not yet even been supplied a plan to the Trust showing the proposed reversion (as had been initially requested by the Trust in mid September 2019). This would not be provided to the Trust until 10.12.2019 (see **LBR5 Appendix 19**)
5. References to a programme/schedule needing to be adhered to and swift responses required from the Trust are to be found throughout many of the Authority's documents supplied in **LBR5**.
6. **A January 2020 misinterpretation/misrepresentation of "three proposed lease footprints"**
7. **LBR5 Appendix 21** contains Minutes of the meeting that took place between the Trust and the Authority on 31 January 2020. As with other Minutes supplied by the Authority in **LBR5**, this is the first time that the Trust has had sight of these Minutes.
8. The January 2020 meeting between the Authority and the Trust is referenced by Mr Chadwick in paras **11.23** and **11.24** of his Proof of Evidence.
9. As mentioned above, the publication of **LBR5** marks the first time that the Trust has seen the rough 'cut-and-paste' plans it shared at the January 2020 meeting described as "proposed lease footprints."

1. Some background: the Trust had been finally given its first sight of the proposed reprovision on 10.12.2019. The Meeting of 31.1.2020 was the first time the Trust had met with the Authority since this. At this stage, Hopkins had not yet been appointed.
2. The competition Scheme reprovision as shown in **LBR5 Appendix 19** did not meet the Trust's December 2018 Principles for Development (see **LBR5 Appendix 3** for these Principles in full, to include 'Material Considerations').
3. However, at the January 2020 meeting, the Trust wished to demonstrate to the Authority that Trustees were open to considering (in the wider context of improvements and enhancements to the Twickenham's Riverside) a reprovision that could be both above and below the 1 in 100 + 35% flood line.
4. The Trust was not showing "proposed lease footprints" per se. The Trust already had strong reservations that the Hopkins competition concept scheme would not be feasible as shown, and that many aspects would be changing. And the Authority itself had acknowledged this, repeating on several occasions during this January 2020 meeting that the Hopkins Competition scheme was "only a concept", and that there would be much more design development to be done across the Scheme as a whole, with the opportunity to contribute in more depth at later meetings. As the Leader of the Authority had made clear in his statement that can be seen on the September 2019 Consultation boards (available to view on the Authority's website):

Once a concept design has been selected, there will be further opportunities for the community to help shape the proposal before a Planning Application is submitted. This is just the start of the journey.

5. Accordingly, the visuals shown at the January 2020 meeting represented the Trust showing its genuine willingness (and this cannot be emphasised strongly enough) to engage with, and flexibility to consider, further iterations of the Hopkins Scheme that could, for example, involve a reduction (in footprint/scale) in the built element present on the development site in favour of both the quantum of open space and - more importantly - the amenity value of the open space.

1. To repeat: the Trust was genuinely optimistic about the design process on which it was about to embark in collaboration with other stakeholders and the Authority - this was, after all, “just the start of the journey.”
2. Para **11.24** is very revealing, though, of the degree to which the Authority’s misinterpretation/misrepresentation of the “proposed lease footprints” has informed its narrative with respect to the Trust’s position [Trust emphasis]:
3. “Officers believed that given the Trust was proposing the extent of the management area that it wished to take on, this implied that it found the principles of the design itself acceptable [...]”
4. The Trust’s position with respect to the footprint/location of its reprovision was not something Trustees could view in isolation from the overall Scheme. This much had been made clear in its December 2018 ‘Principles for Development’.
5. The above assumption made by the Authority (as detailed in para **11.24**) was never verified with the Trust at the time. However, in April 2020 (see **LBR5 Appendix 29**), the extent of the Authority’s ‘misunderstanding’ of the Trust’s position became apparent. The Authority, though, chose not to engage with the Trust’s concerns about the design of the wider Scheme (to include the Wharf Lane Building) and its impact on the reprovision of public open space.
6. **JUNE 2020 - FROM “INITIAL CONCEPTS” TO A “FINAL OFFER” IN JUST 19 DAYS**
Mr Chadwick’s Proof of Evidence (**11.27-11.28**) omits key details from his account of these 19 days in June 2020.
7. June 2020 saw just 19 days elapse between the Trust’s very first design meeting with Hopkins (5.6.2020, at which an unchanged Competition Scheme was shown) and the Authority’s “final offer” to the Trust of 24.6.2020.
8. Mr Chadwick’s Proof of Evidence, however, jumps seamlessly from “On 12 June 2020 [...]” (para **11.27**) to “In July and August 2020 [...]” (para **11.28**), with no mention whatsoever of the Authority’s “final offer” to the Trust in its email of 24.6.2020.

1. [The end of para **11.27** also refers to “a series of meetings between the Trustees and the Design Team.” In reality, in the 16 weeks between the Trust’s first meeting with the Design Team on the 5.6.2020 to the Trust’s meeting with the Design Team at which the “podium” redesign was presented on 28.9.2020, there was just one meeting (8.7.2020). At this meeting, arranged prior to the Trust having received the “final offer” from the Authority on 24.6.2020, Trustees were very much in ‘receiving’ mode, not having yet replied to the Authority’s “final offer.”]
2. As per Mr Chadwick’s Proof of Evidence, **LBR5** similarly leaves significant gaps in the Authority’s account of the events of June 2020 and immediately afterwards:
 3. **LBR5 Appendix 32** provides no Minutes of the 5.6.2020 meeting with the Trust;
 4. **LBR5 Appendix 35** provides an extensive summary of the Authority’s email of 24.6.2020 yet fails to include the actual email itself, or the words “final offer” in its lengthy summary;
 5. On **15.7.2020**, the Trust replied to the Authority’s “final offer” of 24.6.2020. Not only is this email not included in **LBR5** as an Appendix, the Authority having even been in receipt of such an email from the Trust is entirely absent from the timeline of **LBR5**.
6. In para **7.2** of his Proof of Evidence, Mr Bannister describes the purpose of the 5.6.2020 meeting with the Trust: “to explain in more detail the Team’s initial design proposals” and “initial concepts” [Trust emphasis].
7. Mr Bannister’s use of the words “initial” in his Proof of Evidence relating to June 2020 is, however, very much at odds with the Mr Chadwick’s use of the word “final”, absent from his Proof of Evidence but present in his missing 24.6.2020 email. Mr Bannister’s Proof of Evidence and the email conspicuously absent from Mr Chadwick’s Proof of Evidence and LBR5 therefore significantly contradict each other in this respect.
8. **LBR5 Appendix 33** (an 8.6.2020 email from the Authority to the Trust) shows further dissonance between Mr Bannister’s “initial concepts” of 5.6.2020 and Mr Chadwick’s characterisation of what was being shown at that same meeting [Trust emphasis]:

1. “The plan that was presented on Friday [5.6.2020] has been carefully considered by Hopkins and the landscape architect and the Council feel that it [...] offers the best solution. [...] we have reached a limit of how far this can be pushed without compromising other, equally important, scheme objectives.”
2. Some 72 hours, therefore, after this very first design meeting, the Authority has reached its “limit.” Mr Chadwick describes this first meeting between the Trust and the architects as “dispiriting” and “disheartening”. He refers to the Trust’s “concerns about the overall design and the ongoing transport planning work” “impacting heavily” on the “specifics of the gardens proposals”. Mr Chadwick describes “this conflation of issues” as “really unhelpful.”
3. And, in what has already started to characterise communications from the Authority even at these very early stages, the loud ticking clock of the Authority’s development schedule is once again heard [Trust emphasis]:
4. “As you know work is beginning to pick up on the development of the design and this issue [the Trust’s concerns] is now starting to hold up further design work. So, we would appreciate a quick response from the full Trust and ideally this week or next.”
5. Mr Chadwick concludes his 8.6.2020 email [Trust emphasis]:
6. “Finally, should you still feel that this plan [unchanged from that of the RIBA Design Competition] is unacceptable I ask that you detail the reasons why [...]. We will use that note here at the Council to consider our next steps if that were, sadly, to be the case.”
7. To repeat: 72 hours after this “initial concepts” (Mr Bannister) design meeting, Mr Chadwick is already signalling to the Trust that “next steps” are on the point of being “sadly” considered by the Authority.
8. The missing emails of 24.6.2020 and 15.7.2020 are significant gaps in Mr Chadwick’s Proof of Evidence considering it was Mr Chadwick who wrote the “final offer” email of 24.6.2020, and Mr Chadwick to whom the Trust’s response of 15.7.2020 was addressed.
9. Mr Chadwick’s email of 24.6.2020 starts as follows:

Dear Anne,

Thank you for your response. I will address the points in your email, but first I think it is helpful to summarise the offers and concessions made by the Council thus far, to demonstrate how we have listened and responded to the requests made by the Trust from the start of the competition and why the area plan discussed at the previous meeting is our final offer.

1. Mr Chadwick's 5-page email ends:

Next steps

This all leaves us with the question of how to proceed. I would like to hear back from you, ideally in the next couple of working days, as to the Trust's comments on the above and whether you will re-consider, or indeed whether you can offer a solution as to how we can proceed which does not include the removal of the Pavilion building. Should your stance remain unchanged, and I do ask that you fully explain in relation to the Charity Commission process and your objectives why this may be, the Council will need to fully consider its options.

I look forward to hearing from you.

Yours sincerely,

Paul Chadwick

Director of Environment and Community Services
Serving Richmond and Wandsworth Councils

- 2.** As per his email of 8.6.2020 (**LBR5 Appendix 33**), Mr Chadwick yet again ends with the Authority needing to “fully consider its options”.
- 3.** The Trust replied on 15.7.2020 (this reply being entirely absent from LBR5 - both as an Appendix and an item in the Authority's timeline):

Anne Perry <eaandjeperry@gmail.com>

Wed, 15 Jul, 15:10

to Anna, Charles, Paul, Adrienne, Celia, Edward, Hugh, Jeremy, Sheila, Ted

Dear Paul,

Thank you for your letter of the 24th June 2020.

Twickenham Riverside Trust has along with Richmond Council a shared goal of achieving a successful redevelopment of Twickenham Riverside for the benefit of the public of Twickenham.

The Trust position has not changed on that, in tone, in spirit or in desire.

The Trust has, through our lawyers, given Richmond Council (and whichever party is running the council) the ability to temporarily take over the Diamond Jubilee Garden for redevelopment as long the Council ensures it returns the Trust a suitable alternative space within a reasonable timeframe.

It is disingenuous of you to imply that the Trust's tone has changed.

It is also unhelpful to threaten the Trust with 'a final offer' when in reality you do not have planning permission to develop the Riverside with that 'final offer'.

We both know that you have many hurdles to cross on your plans, not only with Eel Pie Island residents and businesses, but also with the Port of London Authority and the Environment Agency.

Furthermore, throughout the process you have been at pains to point out to all stakeholders that your 'final offer' plans are indicative only.

The Trustees are well aware of our legal duties and as such have employed legal experts on charity law to ensure we act appropriately and within the law.

We continue to be happy to enter into the Heads of Terms legal document that has been drafted between our lawyers and your lawyers and we suggest that the good

work to date on that agreement is finalised, thus allowing a way forward for whatever scheme becomes the 'final scheme' to be delivered.

We trust you will instruct your lawyers to re-engage with our lawyers as our lawyer's letter of 22nd May still has no reply.

Yours sincerely,

Anne Perry
Hon. Sec. Twickenham Riverside Trust

1. The missing emails of June/July 2020 that relate to the Authority's "final offer" show very clearly an Authority 'reaching' right from the start for use of powers of Compulsory Purchase.
2. And it is for that very reason, the Trust would offer, that these emails are conspicuously absent from Mr Chadwick's Proof of Evidence.
3. The Authority did not, therefore, resort to powers of Compulsory Purchase as a "last resort." Rather, the use of these powers was on the table for all to view early on, and materially informed the Authority's 'negotiations'/engagement with the Trust (and other stakeholders) right from the very outset. The negative impact that this - along with the clear time imperatives that were driving the Authority's design programme - had on any meaningful negotiation and engagement with not only the Trust and other stakeholders, should not be underestimated.
4. And by October 2020, (**LBR5 Appendix 42**), the Trust was formally informed in writing by the Authority of its intention to use powers of Compulsory Purchase.
5. However, it was not until a full year later in September 2021 that the Authority was to realise (having perhaps for the first time sought legal advice at the appropriate specialist level?) that its use of Compulsory Purchase powers was not as 'cut and dried' as it had been relying on up until that point. However, in the intervening period, its interactions with the Trust, and by extension many other stakeholders, had

been heavily influenced by its misguided reliance on its use of Compulsory Purchase powers being a guaranteed pathway to 'getting it done'.

1. The exchanges of June/July 2020 - when the Authority reached both prematurely and in the absence, it can only be assumed, of appropriate advice level specialist advice - were accordingly to significantly impact the "journey" that was to result in a Public Inquiry.

2. **MISPRESENTATION OF THE TRUST'S 'CONCERNS' RE VEHICULAR MOVEMENT**

3. By way of rebuttal, the Trust would also like to offer some further clarification on the Authority's **LBR5 item 44** summary of its 8.6.2020 email. The summary says [Trust emphasis] that "some members of the Trust were focused on concerns regarding transport planning rather than open space." Similarly, in the Authority's **LBR5 item 43** summary of the 5.6.2020 meeting: "The Trust raised issues regarding transport and servicing, and loss of parking."
4. This is a disingenuous, bordering on the materially misleading, characterisation of the Trust's concerns. In the meeting on 5.6.2020, the Trust was of the opinion that it would not be feasible for the Concept Scheme to accommodate the vehicular movement required on the Scheme. And that accommodating this vehicular movement would result in changes to the Scheme that would in turn impact the quantum/quality of any re-provision of the Trust's demise and also that of the wider open space of the Scheme.
5. One only has to compare the "initial" (Bannister)/"final"(Chadwick) June 2020 Scheme as presented to the Trust on 5.6.2020 to that of the final CPO Scheme to see that the Trust's "concerns" around transport issues impacting on the feasibility of the Scheme as shown on 5.6.2020 were entirely justified.
6. 5.6.2020 visuals (**LBR5 Appendix 32**) show (1) a cut-through service road, (2) a 'service deck' over part of the Water Lane slipway, (3) a reduced width Embankment between the corner of Water Lane and the edge of the Water Lane slipway, (4) no turning circle on Wharf Lane, (5) no loading bay on Water Lane.
7. All of the above elements were to change substantially over the next 6 months, partly in response to Environment Agency requirements, partly in response to

accommodating vehicular movement. These changes were to significantly alter the Scheme and both the quantum and the quality of the public amenity space on the Scheme.

1. However, in the 5.6.2020 meeting, Mr Chadwick had no such concerns. He assured the Trust that he had, for example, seen tracked paths of vehicular movements around the Concept Scheme for himself and that he had “no concerns”.
2. **LBR5 Appendix 34** contains the Trust’s 12.6.2020 response to the Authority’s email of 8.6.2020. The Trust had agreed (in January 2020) to consider a reprovision that included land at the Embankment level. However, the Trust did not consider the proposal now before them (unchanged from the Competition Scheme) to meet its requirements.
3. The Trust’s 12.6.2020 email continues (**LBR5 Appendix 34**):
4. “However, all of these points above are quite irrelevant when at this moment you do not have planning permission for anything you have presented to the Trust [...]”
5. The reference to ‘planning permission’ in the Trust’s email was with respect to the approval of the statutory bodies (the Environment Agency, the Port of London Authority) and the servicing requirements of Eel Pie Island which the Trust had raised in its 5.6.2020 meeting with the Authority.

6. THE IMPACT OF ENVIRONMENT AGENCY REQUIREMENTS

7. Para **11.28** Mr Chadwick’s Proof of Evidence mentions July/August 2020 “design meetings with the Environment Agency.” These meetings were to result in a significant redesign of the Authority’s Scheme.
8. However, Mr Chadwick’s Proof of Evidence, as with the June/July 2020 emails, passes very quickly over this, refering instead to Section 7 of Mr Bannister’s Proof of Evidence.
9. **NOTE:** The Trust would like to address Section 7 of Mr Bannister’s Proof of Evidence in (as refered to by Mr Chadwick in his Proof of Evidence) in its rebuttal of Mr Chadwick’s Proof of Evidence. If it is more appropriate that this part of the rebuttal of Mr Chadwick’s Proof of Evidence be made in direct response to Mr

Bannister, we would ask the Inspector give consideration to that part of this rebuttal accordingly.

1. **Para 7.8 (of Mr Bannister's Proof of Evidence):** "it was clear [following the July 2020 meeting] that the Design Competition scheme could not be made to work in its current form." [Trust emphasis]
2. **Para 7.9:** "I and the other members of the Design Team went back and looked at the other competition schemes, and it was clear that none of those would have met the requirements of the Environment Agency." [Trust emphasis]
3. **Para 7.10:** "We [...] ultimately concluded that the original design strategy was still the most appropriate [...]"
4. Obviously, it is not known what 'alternative' initial design responses the other short-listed architects taking part in the RIBA Design Competition would have proposed in their concept designs had the EA requirements been clearly laid out in the June 2019 RIBA Design Brief.
5. Or indeed, what modifications - given the opportunity that was now only being afforded to Hopkins - the other shortlisted architects might have made to their "original design strategies."
6. All of the above remains unknown. There is only Mr Bannister giving the Authority the assurance that the Hopkins' original design strategy was "the most appropriate."
7. The 2019 RIBA Design Competition, therefore, as an exercise in the consideration of "alternatives" as the Authority attempts to characterise it, should be considered null and void. All it served to demonstrate was "alternative" ways to not construct buildings next to a river. It served as an exercise in what not to do.
8. In the following paragraphs of his Proof of Evidence (as referred to by Mr Chadwick in his Proof of Evidence), Mr Bannister details the changes that had to be made to the competition scheme in order to make it EA compliant.
9. The requirements of the Environment Agency, however, were a matter of public knowledge, as Mr Bannister acknowledges:

1. **Para 7.4:** “The Design Team were aware that a buffer zone was required to the “top of bank” [...] but nowhere was there a definition of what this meant and it was assumed [Trust emphasis] that this was a reference to the normal river bank.”
2. Mr Bannister continues in **para 7.4:** “[...] the Team had endeavoured to make contact with the Environment Agency to review the proposals during Stage 1 in April and May 2020 but without success.”
3. Mr Bannister offers no details of the Team’s efforts to contact the Environment Agency. (The above efforts did co-incide with the first National Lockdown, which might possibly have influenced response times from the EA.)
4. Ironically, while Mr Bannister’s Team had been endeavouring to make what he thought was a first contact in April/May 2020, the EA had already been in touch with the Authority regarding the Hopkins’ concept scheme.
5. In April 2020, having just been appointed, one of the first things Hopkins did was submit a Request for EIA Screening Opinion.
6. On 7 May 2020, the Authority’s LPA informed the Design Team (via its consultant WSP) of the Negative Screening Opinion
7. **NOTE:** This document has not been supplied by the Authority as one of its Core Documents. However, it is available to view on the Authority’s website on the page: “Environmental Impact Assessment: Screening Directions and Scoping Opinions.” Scroll down to “Twickenham Riverside 2020.”
8. Page 14 of the LPA’s report:

The Environment Agency are not a statutory consultee for EIA Screening Opinions. However, they wish to offer pre-application advice – refer to Appendix 2.

- I. Page 35 contains an extract from the EA's letter to the LPA:

Pre-application advice

As highlighted in the EIA Screening Opinion Request letter by WSP (dated 1 April 2020), the site is highly sensitive to flood risk. The site is located adjacent to the River Thames and is partially within Flood Zone 3a and partially within Flood Zone 3b. Furthermore, the existing development forms part of the statutory flood defence line. We objected to a previous scheme due to it not adequately addressing these issues.

We are keen to work with the new applicants to ensure any revised scheme addresses these complex issues. We invite the applicant to contact us as early as possible. These pre-application discussions will ensure a robust flood risk assessment is carried out and used to influence the design of the development and avoid an objection.

Please email kslplanning@environment-agency.gov.uk and we can provide you with more details about our pre-application advice service and our cost recovery offer. As this service falls outside of our statutory remit, we charge for our advice. Our charges are currently £100 plus VAT per officer per hour.

The extract continues:

Any development must achieve appropriate set back from the flood defences. We would object to any building forming part of the defence line or buildings on stilts over the flood defence. This restricts access for maintenance, emergency works and inspections. Proposed development must not impact the structural integrity of any flood defence.

2. It can only be concluded that nobody on the Design Team read beyond the LPA's covering letter.
3. In any event, by 7.5.2020, when the LPA wrote to the Project Team, the Authority and its Design Team had effectively been informed by the EA that there was a problem with the Concept Scheme.
4. **JULY/AUGUST 2020 - "DESIGN MEETINGS WITH THE ENVIRONMENT AGENCY" (as referred to in para 11.28 of Mr Chadwick's Proof of Evidence)**
5. As previously stated, the impact of the compliance with Environment Agency (EA) requirements cannot be understated.
6. July and August were very quiet months in terms of contact between the Authority and the Trust. The Trust had replied to the Authority's "final offer" on 15.7.2020 (as already detailed above), and received no response.
7. Over the next few months (Aug 2020-December 2020), the Scheme was to undergo several significant design changes: (1) the introduction of the Embankment podium; (2)

the removal of the Winter Garden; (3) vehicular movement reinstated along the Embankment following the removal of the cut-through Service Road; (4) the servicing area for Eel Pie Island being relocated on the Embankment; (5) a larger turning circle at the bottom of Water Lane resulting in a reduction in the footprint of the terraced lawns.

1. In late August 2020, in a month of redesign following its first meeting with the EA at the end of July 2020, the first of several “podium” designs was shown to members of the Stakeholders’ Reference Group.
2. This redesign (the introduction of a 2.5m podium on which the Wharf Lane Building could sit, protected from flooding) was met with a significant negative reaction, not least from the three non-Councillor members of the 7-person RIBA Design Panel.
3. One indicative extract from the several email exchanges between the Authority and members of the Stakeholders Reference Group is reproduced below (Henry Harrison was the Stakeholders Reference Group (SRG) representative on the RIBA Design Panel):

On Sat, 3 Oct 2020 at 13:06, henry harrison <henry.platonic@gmail.com> wrote:
Dear Councillor Roberts,

With no meaningful engagement having resulted from our joint representation of 11th September 2020, the substance of which was repeated at our meeting on 18th September, Brian, Jon and I regrettably find ourselves in the position of having to give serious consideration to withdrawing from the Twickenham Riverside redevelopment process.

As the only independent members of the RIBA Competitions Design Panel, it is clear that our representations are being put to one side in favour of political expediency, namely the desire to get 'spades in the ground' as quickly as possible.

In spite of councillors’ assertion that the scheme is still 'recognisably' that which won the RIBA Competition, Brian, Jon and I remain unanimous in our belief that it represents a significantly diminished version thereof.

We would like to go on record that if the scheme about to complete RIBA Stage 2 had been submitted to the Design Panel in September of last year, we would not have recommended it be chosen.

1. THE IMPACT OF ACCOMMODATING THE REQUIRED FLOOD STORAGE

2. Much to the concern of many members of the SRG, the “podium” design would not only remain but also continue to change over these next few months as the EA’s requirements regarding reproviding flood storage further impacted the devolving design.
3. With reference to Mr Bannister’s Proof of Evidence (as referred to by Mr Chadwick in his Proof of Evidence **para 11.28**):
4. **Para 7.15:** “The flood storage requirements had not been carried out [...]
5. **Para 7.16:** “Assessing flood storage is extremely difficult [...] a process that takes 7 to 10 working days to complete for each iteration.”
6. In the resulting changes (the last of which was only resolved in December 2020, with the abandoning of the cut-through Service Road), the first-floor community space in the Pavilion Building was removed (when the Pavilion Building was amalgamated into the Water Lane Building). The Eel Pie Island Museum was at the same time removed from the Water Lane Building (in order to allow for the Pavilion’s ground-floor cafe to be relocated to the newly L-shaped Water Lane Building).
7. Over the course of the period June-December 2020 (with June being the date of the Authority’s “final offer” to the Trust, and October 2020 the date when the Authority had first indicated in writing to the Trust its intention to use CPO powers), the Competition Scheme was changing in not only in the design of its buildings and the layout of its open space, but also in its ‘content.’
8. All of these factors were for the most part the direct result of the requirement to comply with EA requirements, requirements that had been known in detail to the Authority since March 2018.

9. THE REMOVAL OF THE WHARF LANE BUILDING

10. In his Proof of Evidence (**para 9.33**), Mr Chadwick explains how he considers the Wharf Lane Building to be an essential part of the Authority’s CPO Scheme.

1. However, nowhere does Mr Chadwick offer an analysis of what its CPO Scheme would look like (in terms of its economic, social, environmental wellbeings, as well as with respect to its financial viability) without a Wharf Lane Building.
2. In its meeting with the Authority in March 2023, the Trust asked the Authority (having raised the removal of the Wharf Lane Building before in various emails over the previous many months) what the viability of a development without a Wharf Lane Building would look like (extract from **LBR5 Appendix 85**):

TC requested clarity, planning compliance to one side, as to the financial viability of a scheme with the Water Lane Building only being constructed, being in mind that the scheme with the WhLB resulted in a £20m shortfall. Would the Water Lane Building only position result in a similar shortfall, or even a reduced shortfall? There could also be wider considerations that contributed to the 'viability' [in SAVA terms?] of a non-WhLB scheme.

PC confirmed that the Council would give a 'caveated' response because it would involve a more complicated calculation than just removing the construction cost of the WhLB.

3. The Authority never provided a response.
4. Is the Authority able, therefore, to robustly demonstrate to this Public Inquiry that it has 'considered, tested and assessed' the "alternative" of its CPO Scheme without a Wharf Lane Building?
5. And that the well-beings promoted by its CPO Scheme are such that they are "uniquely deliverable" by its CPO Scheme, bearing in mind also any comparisons to be made between its 2017 Scheme and its 2021 Scheme?