



# STATEMENT OF COMMON GROUND – IRON MOUNTAIN: 8.1.12

**DECARBONISATION**

## Cory Decarbonisation Project

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**Revision B**



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## 1. INTRODUCTION

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### 1.1. Parties

- 1.1.1. The “Parties” to this Statement of Common Ground (‘SoCG’) are Cory Environmental Holdings Limited (‘the Applicant’) and Iron Mountain (UK) PLC (‘Iron Mountain’).

### 1.2. Purpose of this Statement of Common Ground

- 1.2.1. This SoCG has been prepared by the Applicant to inform the Examining Authority of the matters agreed and, if applicable, the matters yet to be agreed, between the Parties in relation to the Development Consent Order (‘DCO’) application for the Cory Decarbonisation Project (‘the Proposed Scheme’).

### 1.3. Background and Description of the Proposed Scheme

- 1.3.1. The Applicant has applied to the Secretary of State for Energy Security and Net Zero under the Planning Act 2008 for powers to construct, operate, maintain and decommission a carbon capture facility to capture carbon dioxide from energy from waste facilities Riverside 1 and Riverside 2 (at the time of writing, construction for Riverside 2 is ongoing) at the Applicant’s existing facility on Norman Road (‘the Riverside Campus’), in the London Borough of Bexley.
- 1.3.2. The application was submitted to the Planning Inspectorate on 20 March 2024 and was accepted for Examination on 18 April 2024.
- 1.3.3. The Proposed Scheme is described in **Chapter 2: Site and Proposed Scheme Description** of the **Environmental Statement (Volume 1) (ES, APP-051)** and the principal elements include:
- the Carbon Capture Facility (including its associated supporting plant and ancillary infrastructure);
  - a Proposed Jetty to allow for export of the captured carbon by vessel;
  - a Mitigation and Enhancement Area;
  - Temporary construction compounds; and
  - Utilities Connections and Site Access Works.

### 1.4. Iron Mountain’s Interests

- 1.4.1. The Applicant has engaged and consulted with Iron Mountain as it is the leaseholder and occupier in the following plots listed in the **Book of Reference (REP5-007)** and identified on the **Land Plans (REP5-003)**: 1-053, 1-083, 1-092, and 1-097.
- 1.4.2. These land plots primarily comprise the access and egress road to and from the Iron Mountain site (via the private access road immediately to the east of Norman Road owned by Aviva), and forecourt and car parking areas within the boundary of the Iron Mountain site.



- 1.4.3. The Applicant has also engaged and consulted with Iron Mountain because it benefits from rights over land plot 1-028 as is listed in the **Book of Reference (REP5-007)** and identified on the **Land Plans (REP5-003)**.
- 1.4.4. Land plot 1-028 primarily comprises the shared, private access road (owned by Aviva) located immediately to the east of Norman Road and leading to several premises, including the Iron Mountain site as well as ASDA's Belvedere Regional Distribution Centres.



## 2. RECORD OF ENGAGEMENT

- 2.1.1. A summary of the key meetings and key correspondence between the Parties can be found in the table below.

**Table 1. Record of Engagement**

Date	Form of Correspondence	Summary of Matters Dealt with in Correspondence / Meeting
<b>05.04.2023</b>	Letter	Initial LIQ issued to Iron Mountain.
<b>04.07.2023</b>	Email	Email to Iron Mountain enclosing LIQ and inviting views on the Proposed Scheme.
<b>04.10.2023</b>	Meeting	Site meeting held to introduce the Proposed Scheme, its programme and possible effects on the Iron Mountain site. The Parties also discussed the outcome of the Applicant's scoping report, the land ownership position and the rights reserved over the land in relation to the (disused) Belvedere Power Station Jetty, and the new rights the Applicant would be seeking over the Iron Mountain site (being similar to what already exists) to construct and operate the Proposed Scheme.
<b>18.10.2023</b>	Letter	Section 42 documentation issued to Iron Mountain.
<b>27.10.2023</b>	Email	Email to Iron Mountain enclosing section 42 documentation, meeting notes, and requesting further detail on Iron Mountain's intentions on the site.
<b>26.01.2024</b>	Meeting	Meeting held with Iron Mountain's new Real Estate Team lead. Meeting primarily covered the same points that were discussed on 04.10.2023.
<b>14.02.2024</b>	Email	Email to Iron Mountain enclosing section 42 documentation and land registry information relevant to the Iron Mountain site, summarising the Proposed Scheme, and confirming the Applicant's intention to try



		and agree a Statement of Common Ground with Iron Mountain.
<b>02.04.2024</b>	Email	Email to Iron Mountain confirming the Applicant had submitted its DCO application and offering that certain documents be made available to Iron Mountain before they became publicly available, to enable further discussion.
<b>22.04.2024</b>	Email	Email to Iron Mountain notifying that the Applicant's DCO application has been accepted for Examination, sharing a link to the application documents on the PINS website, and requesting availability for a meeting to continue discussion about the Proposed Scheme's interaction with and impact on the Iron Mountain site.
<b>04.06.2024</b>	Meeting	Meeting held with Iron Mountain and its landlord, Realty Income, to provide an update on the DCO application, and to provide initial responses to the written questions provided by Iron Mountain and Realty Income (submitted jointly in an email from Realty Income on 03.06.2024).
<b>14.06.2024</b>	Email	Email to Iron Mountain enclosing notes from meeting held on 04.06.2024, land ownership plans, written responses to the questions submitted to the Applicant on 03.06.2024, including in relation to Iron Mountain's on-site security.
<b>11.09.2024</b>	Email	Email to Iron Mountain's representatives at CBRE providing an undertaking for it to provide advice to Iron Mountain on the Applicant's DCO application.
<b>08.10.2024</b>	Meeting	Site meeting held with Iron Mountain and its representatives from CBRE. Matters discussed during the meeting focussed on the safety and security of the site during construction, the interface with Iron Mountain's planned new fuel tank, operational hours and the amount of notice





		prior to commencement of any works connected with the Proposed Scheme.
<b>08.10.2024</b>	Email	Email to Iron Mountain's representatives at CBRE providing a copy of the Rule 6 letter issued by Examining Authority, including a draft examination timetable, initial hearing dates and deadlines for submitting event participation forms.
<b>22.11.2024</b>	Email	Email to Iron Mountain's representatives at CBRE providing first draft of the SoCG.
<b>05.12.2024</b>	Email	Email to Iron Mountain's representatives at CBRE querying matters under discussion including the security and safety of the site, sharing details for plans in respect of fuel storage on site, discussing the operational hours of the site and notice periods prior to the commencement of works. The prospect of the Iron Mountain facility potentially being on the Examining Authority's agenda for an Accompanied Site Inspection in February 2025 was raised.
<b>23.12.2024</b>	Email	Exchange of emails between Iron Mountain's representatives at CBRE and Ardent on behalf of the Applicant, chasing comments on the SoCG and acknowledging the intention to try and submit an agreed form of SoCG into the DCO Examination by Deadline 3 on the 17 <sup>th</sup> January 2025.
<b>14.01.2025</b>	Email	Email to Iron Mountain's representatives at CBRE confirming dates for the forthcoming DCO hearings and Accompanied Site Inspection in February 2025.
<b>15.01.2025 – 17.01.2025</b>	Email	The Parties representatives exchanged emails and mark-ups of the SoCG between 15.01.2025 and 17.01.2025, including in relation to matters concerning whether Iron Mountain would be consulted on the full Code of Construction Practice – it was later agreed that that all necessary construction liaison will be secured through a Land and Works Agreement – before agreeing a form



		of SoCG that could be submitted into the Examination as an agreed draft.
<b>29.01.2025</b>	Email	CBRE (on behalf of Iron Mountain) advised Ardent (on behalf of the Applicant) that Iron Mountain felt it premature to sign the SoCG that has been submitted into the Examination, being of the view that the Parties should be able to agree more matters by Deadline 7.
<b>31.01.2025</b>	Email	Ardent (on behalf of the Applicant) acknowledged CBRE's email of 29.01.2025, and provided draft Heads of Terms for a Land and Works Agreement for Iron Mountain's consideration and comment. CBRE (on behalf of Iron Mountain) acknowledged receipt on 03.02.2025.
<b>31.01.2025 – 15.04.2025</b>	Emails	The Parties (via their representatives CBRE and Ardent) exchanged various emails and iterations of the Heads of Terms for a Land and Works Agreement with most matters now agreed in principle.
<b>15.04.2025</b>	Emails	CBRE (on behalf of Iron Mountain) requested if some of the outline terms envisaged by the Heads of Terms could be developed further before Iron Mountain signed the Heads of Terms, together with proposed agreement plans. Ardent (on behalf of the Applicant) responded with draft agreement plans and explained the Applicant's was committed to working collaboratively with Iron Mountain in developing the outline terms mentioned above to ensure they are fit for purpose, but saw this as a point of detail that would be picked up in the first iteration of the Land and Works Agreement.

2.1.2. The Parties remain in regular communication.



### 3. MATTERS AGREED BETWEEN THE PARTIES

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#### 3.1. Introduction

- 3.1.1. The Parties are agreed on the points set out in this section.

#### 3.2. Matters Agreed

- 3.2.1. Iron Mountain is the leaseholder, and occupier, of the following land plots listed in the **Book of Reference (REP5-007)** and identified on the **Land Plans (REP5-003)**: 1-053, 1-083, 1-092, and 1-097.
- 3.2.2. Iron Mountain also benefits from rights over land plot 1-028 as is listed in the **Book of Reference (REP5-007)** and identified on the **Land Plans (REP5-003)**.
- 3.2.3. The Applicant is seeking powers to acquire new rights in the **draft DCO (REP5-005)** over (i) plot 1-028, being the spur road to the east of Norman Road(ii) plot 1-053 being the access and egress road to and from the Iron Mountain site and (iii) plot 1-083 being part access and egress and part Iron Mountain's surfaced yard.
- 3.2.4. The rights being sought are to effectively replicate the rights Aviva (as the freehold owner of the spur road and former owner of the Iron Mountain site) currently has reserved and enjoys over plots 1-028, 1-053, and 1-083 in respect of the existing (disused) Belvedere Power Station Jetty but for the purposes of the Proposed Scheme.
- 3.2.5. More specifically, the Applicant is seeking rights to access the River Thames to facilitate the dismantling (in part or in full) of the existing Belvedere Power Station Jetty and the construction and subsequent maintenance of the new jetty infrastructure it proposes to construct as part of the Proposed Scheme.
- 3.2.6. Notwithstanding paragraphs 3.2.3, 3.2.4, and 3.2.5, the new rights the Applicant is seeking to acquire over plot 1-028, are not intended to frustrate or extinguish the rights Iron Mountain currently enjoys over the spur road, but for the rights to sit alongside those currently enjoyed Iron Mountain (together with ASDA and Aviva); the implication being that the Applicant would share the use of the spur road during construction and decommissioning of the Proposed Scheme, and otherwise intermittently during the operation and maintenance phases.
- 3.2.7. Further, the new rights the Applicant is seeking to acquire over plots 1-053 and 1-083 are simply intended to replicate the rights Aviva currently has reserved over the Iron Mountain site, to be used intermittently for planned (and unplanned) operation and maintenance activities. The Applicant intends to work collaboratively with Iron Mountain to ensure the rights being acquired, and when subsequently exercised, are done so in a way as to minimise disruption as far as is reasonably practicable.
- 3.2.8. Additionally, to facilitate the dismantling (in part or in full) of the existing (disused) Belvedere Power Station Jetty the Applicant is seeking temporary possession powers



over plots 1-092 and 1-097 in the **draft DCO (REP5-005)**, being an area of forecourt and car parking with Iron Mountain's operational fence line.

## 4. MATTERS UNDER DISCUSSION

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### 4.1. Introduction

- 4.1.1. The following matters remain under discussion between the parties.

### 4.2. Matters Under Discussion

- 4.2.1. The Applicant intends to work collaboratively with Iron Mountain to ensure that disruption to the Iron Mountain operation is minimised as far as reasonably practicable when exercising temporary possession powers.
- 4.2.2. The Parties have commenced the process of agreeing terms for a Land and Works Agreement (LWA) to address a number of factors to ensure the impact of the construction and operation of the Proposed Scheme is mitigated. The terms of the LWA are mostly agreed in principle, but Iron Mountain is yet to sign Heads of Terms (the Applicant has signed Heads of Terms in its current form indicating approval of what is proposed). Should the LWA be agreed in its current form and signed by the Applicant, then Iron Mountain considers any concerns it has over disruption to its operations will have been sufficiently addressed.
- 4.2.3. The Applicant has submitted an **Outline Code of Construction Practice (REP5-013)** (CoCP) with its DCO application, which Iron Mountain is reviewing. Although Iron Mountain will not necessarily be consulted on the full CoCP the Parties will address the necessary construction liaison through the LWA.
- 4.2.4. The Parties continue to discuss the approach appropriate to ensure the security of the Iron Mountain site is not compromised during construction of the Proposed Scheme. Communication regarding access needs to be clear in advance so that security and site briefings can take place, which is being addressed through the LWA.
- 4.2.5. The LWA Heads of Terms anticipate the Applicant delivering “Accommodation Works”, which include electrifying an existing access gate and installing CCTV to enable operation from Iron Mountain’s reception, thus replicating the arrangement which exists currently at the existing main access, and enabling the existing main access to be used by the Applicant during construction. The Parties will continue to discuss and address the specification of said Accommodation Works through the LWA.
- 4.2.6. The Parties also continue to discuss the concerns around safety of the Iron Mountain site during construction. The Applicant’s contractor(s) during construction would be responsible for maintaining Construction, Design and Management Regulations and all parties would agree measures for maintaining health and safety before construction starts. This is incorporated in the Heads of Terms for the LWA.
- 4.2.7. Iron Mountain has agreed to share further details, such as plans for a larger fuel storage tank to be placed on site in addition to the current one. The Parties have agreed to discuss the management and access to this during construction and any



potential impacts it may have on the works connected with the Proposed Scheme. The primary issue being one of being able to maintain access to the new tank during the construction phase. The Heads of Terms for the LWA include provisions for Iron Mountain to retain access to fuel storage tanks at all times during Iron Mountain's operational hours and for suitable notice to be provided by the Applicant should access need to be prevented or restricted.

- 4.2.8. To enable appropriate safety and security, the Parties continue to discuss the operational hours of the construction works connected with the Proposed Scheme and how these interact with Iron Mountain's operational hours. The Heads of Terms for the LWA anticipates measures are put in place to enable the Parties to continue their operations with minimal disruption.
- 4.2.9. The Parties have discussed the period of notice to be given to Iron Mountain, prior to the commencement of any construction works connected with the Proposed Scheme to facilitate and allow for safety and security briefings and Accommodation Works. The proposed notice period is incorporated in the Heads of Terms for the LWA. The Parties also continue to discuss the expected length of time the construction works will take and the impact this might cause on Iron Mountain's operations at this location.

### **4.3. Matters Not Agreed**

- 4.3.1. The Parties will continue to discuss the matters set out section 4.2 and at this stage do not consider there to be any matters of disagreement.



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