

Seagreen S36C Application  
Environmental Appraisal Report

Appendix B – Proposed Draft Alpha and Bravo S36  
Consent Amendments

## **Annex 1**

### **DESCRIPTION OF THE DEVELOPMENT**

The Development, located as shown on Figure 1 below, shall comprise a wind-powered electricity generating station in the FFZ, including:

1. not more than 75 three-bladed horizontal axis wind turbine generators of which (a) not more than 57 wind turbine generators shall be constructed in Phase 1; and (b) not more than 18 wind turbine generators shall be constructed in Phase 1A.

In respect of Phase 1, each wind turbine generator shall comprise:

- a) a maximum blade tip height of 209.7 metres (measured from LAT);
- b) a rotor diameter of between 122 and 167 metres;
- c) a hub height of between 87.1 and 126.2 metres (measured from LAT);
- d) a minimum blade tip clearance of between 29.8 and 42.7 metres (measured from LAT);
- e) blade width of up to 5.4 metres; and
- f) a minimum spacing of 1,000 metres;

In respect of Phase 1A, each wind turbine generator shall comprise:

- a) a maximum blade tip height of 285 metres (measured from LAT);
- b) a maximum rotor diameter of 242 metres;
- c) a hub height of between 118 and 165 metres (measured from LAT);
- d) a minimum blade tip clearance of between 34 and 45 metres (measured from LAT);
- e) blade width of up to 7.6 metres; and
- f) a minimum spacing of 1,000 metres;

2. all foundations, substructures, fixtures, fittings, fixings, and protections;
3. inter array cabling and cables up to and onto the offshore substation platforms; and
4. transition pieces including access ladders / fences and landing platforms,

and, except to the extent modified by the foregoing, all as specified in the Application, the Variation Application, and by the conditions imposed by the Scottish Ministers. References to “the Development” in this consent shall be construed accordingly.

## Annex 2

### CONDITIONS OF THE SECTION 36 CONSENT

The consent granted in accordance with section 36 of the Electricity Act 1989 is subject to the following conditions:

1. The consent is for a period from the date this consent is granted until the date occurring 25 years after the Final Commissioning of the Development. Written confirmation of the date of the Final Commissioning of the Development must be provided by the Company to the Scottish Ministers, the Planning Authority, the JNCC and SNH no later than one calendar month after the Final Commissioning of the Development. Where the Scottish Ministers deem the Development to be complete on a date prior to the date when all wind turbine generators forming the Development have supplied electricity on a commercial basis to the National Grid, then, the Scottish Ministers will provide written confirmation of the date of the Final Commissioning of the Development to the Company, the Planning Authority, the JNCC and SNH no later than one calendar month after the date on which the Scottish Ministers deem the Development to be complete. Reason: To define the duration of the consent.

2. The Commencement of the Development must be a date no later than 5 years from the date the consent is granted, or such later date from the date of the granting of this consent as the Scottish Ministers may hereafter direct in writing. Reason: To ensure the Commencement of the Development is undertaken within a reasonable timescale after consent is granted.

3. Where the Secretary of State has, following consultation with the Scottish Ministers, given notice requiring the Company to submit to the Secretary of State a Decommissioning Programme **for any Phase of the Development**, pursuant to section 105(2) and (5) of the Energy Act 2004, then construction may not begin on the site of **that Phase of** the Development until after the Company has submitted to the Secretary of State a Decommissioning Programme **for that Phase** in compliance with that notice. Reason: To ensure that a decommissioning programme is submitted to the Secretary of State where the Secretary of State has, following consultation with the Scottish Ministers, so required before any construction commences.

4. The Company is not permitted to assign this consent without the prior written authorisation of the Scottish Ministers. The Scottish Ministers may grant (with or without conditions) or refuse such authorisation as they, at their own discretion, see fit. The consent is not capable of being assigned, alienated or transferred otherwise than in accordance with the foregoing procedure. Reason: To safeguard the obligations of the consent if assigned to another company.

5. In the event that for a continuous period of 12 months or more any WTG installed and commissioned and forming part of the Development fails to produce electricity on a commercial basis to the National Grid then, unless otherwise agreed in writing by the Scottish Ministers and after consultation with the Company and any advisors as required at the discretion of the Scottish Ministers, any such WTG may be deemed by the Scottish Ministers to cease to be required. If so deemed, the WTG must be decommissioned and the area of the Site containing that WTG must be reinstated by the Company in accordance with the procedures laid out within the Company's Decommissioning Programme, within the period of 24 months from the date of the deeming decision by the Scottish Ministers. Reason: To ensure that any redundant WTGs and associated

ancillary equipment is removed from the Site in the interests of safety, amenity and environmental protection.

6. If any serious health and safety incident occurs on the Site requiring the Company to report it to the Health and Safety Executive, then the Company must also notify the Scottish Ministers of the incident within 24 hours of the Company becoming aware of an incident occurring. Reason: To inform the Scottish Ministers of any serious health and safety incident occurring on the Site.

7. The Development must be constructed and operated in accordance with the terms of the Application and related documents, including the accompanying ES, the SEIS, the Variation Application and related documents, and Annex 1 of this letter, except in so far as amended by the terms of this section 36 consent. Reason: To ensure that the Development is carried out in accordance with the Application documentation.

8. As far as reasonably practicable, the Company must, on being given reasonable notice by the Scottish Ministers (of at least 72 hours), provide transportation to and from the Site for any persons authorised by the Scottish Ministers to inspect the Site. Reason: To ensure access to the Site for the purpose of inspection.

9. The Company must, no later than 6 months prior to the Commencement of any Phase of the Development, submit a Construction Programme ("CoP"), in writing, to the Scottish Ministers for their written approval for that Phase. Such approval may only be granted following consultation by the Scottish Ministers with the JNCC, SNH, SEPA, MCA, NLB, RSPB Scotland, the Planning Authority and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. Each Phase of the Development must, at all times, be constructed in accordance with the approved CoP (as updated and amended from time to time by the Company). Any updates or amendments made to the CoP by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written approval. The CoP must set out: a. The proposed date for Commencement of that Phase of the Development; b. The proposed timings for mobilisation of plant and delivery of materials, including details of onshore lay-down areas; c. The proposed timings and sequencing of construction work for all elements of that Phase of the Development infrastructure; d. Contingency planning for poor weather or other unforeseen delays; and e. The scheduled date for Final Commissioning of that Phase of the Development. Reason: To confirm the timing and programming of construction.

10. The Company must, no later than 6 months prior to the Commencement of any Phase of the Development submit a Construction Method Statement ("CMS"), in writing, to the Scottish Ministers for their written approval for that Phase. Such approval may only be granted following consultation by the Scottish Ministers with the JNCC, SNH, SEPA, MCA, NLB, RSPB Scotland, the Planning Authority and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. The CMS for each Phase of the Development must set out the construction procedures and good working practices for installing that Phase of the Development. The CMS must also include details of the roles and responsibilities, chain of command and contact details of company personnel, any contractors or sub-contractors involved during the construction of that Phase of the Development. The CMS must be in accordance with the construction methods assessed in the Application and must include details of how the construction related mitigation steps proposed in the ES and in the SEIS are to be delivered. Each Phase of the Development must, at all times, be constructed in accordance with the approved CMS for that Phase (as updated and amended from time to time by the Company). Any updates or amendments made to a CMS by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written

approval. Each CMS must, so far as is reasonably practicable, be consistent with the Design Statement (“DS”), the Environmental Management Plan (“EMP”), the Vessel Management Plan (“VMP”), the Navigational Safety Plan (“NSP”), the Piling Strategy (“PS”), the Cable Plan (“CaP”) and the Lighting and Marking Plan (“LMP”). Reason: To ensure the appropriate construction management of the Development, taking into account mitigation measures to protect the environment and other users of the marine area.

11. In the event that pile foundations are to be used, the Company must, no later than 6 months prior to the Commencement of any Phase of the Development, submit a Piling Strategy (“PS”), in writing, to the Scottish Ministers for their written approval for that Phase. Such approval may only be granted following consultation by the Scottish Ministers with the JNCC, SNH and any such other advisors as may be required at the discretion of the Scottish Ministers. Each Phase of the Development must, at all times, be constructed in accordance with the approved PS for that Phase (as updated and amended from time to time by the Company). Any updates or amendments made to a PS by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written approval.

Each PS must include:

- a. Full details of the proposed method and anticipated duration of pile-driving at all locations;
- b. Details of soft-start piling procedures and anticipated maximum piling energy required at each pile location; and
- c. Details of any mitigation and monitoring to be employed during pile-driving, as agreed the Scottish Ministers.

Each PS must be in accordance with the Application and must reflect any surveys carried out after submission of the Application. Each PS must demonstrate how the exposure to and/or the effects of underwater noise have been mitigated in respect of the following species: bottlenose dolphin; harbour seal; grey seal; Atlantic salmon; cod; and herring. Each PS must, so far as is reasonably practicable, be consistent with the EMP, the Project Environmental Monitoring Programme (“PEMP”) and the CMS for that Phase. Reason: To mitigate the underwater noise impacts arising from piling activity.

12. The Company must, no later than 6 months prior to the Commencement of any Phase of the Development, submit a Development Specification and Layout Plan (“DSLPL”), in writing, to the Scottish Ministers for their written approval for that Phase. Such approval may only be granted following consultation by the Scottish Ministers with the MCA, NLB, CoS, the JNCC, SNH, SFF, CAA and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. Each Phase of the Development must, at all times, be constructed in accordance with the approved DSLPL for that Phase (as updated and amended from time to time by the Company). Any updates or amendments made to a DSLPL by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written approval. For each Phase, the DSLPL must include, but not be limited to the following:

- a. A plan showing the proposed location of each individual WTG (subject to any required micro-siting), including information on WTG spacing, WTG identification / numbering, location of the substation platforms, seabed conditions, bathymetry, confirmed foundation type for each WTG and any key constraints recorded on the Site;

- b. A list of latitude and longitude co-ordinates accurate to three decimal places of minutes of arc for each WTG. This should also be provided as a Geographic Information System (“GIS”) shape file using WGS84 format;
- c. A table or diagram of each WTG dimensions including - height to blade tip (measured above Lowest Astronomical Tide (“LAT”)) to the highest point, height to hub (measured above LAT to the centreline of the generator shaft), rotor diameter and maximum rotation speed;
- d. The generating capacity of each WTG used on the Site (Annex 1, Inset A of Figure 1) and a confirmed generating capacity for the Site overall;
- e. The finishes for each WTG (see condition 19 on WTG lighting and marking); and
- f. The length and proposed arrangements on the seabed of all inter-array cables. Reason: To confirm the final Development specification and layout.

13. The Company must, prior to the Commencement of **any Phase of** the Development, submit a Design Statement (“DS”) **for that Phase**, in writing, to the Scottish Ministers that includes representative wind farm visualisations from key viewpoints as agreed with the Scottish Ministers, based upon the final DSLP as approved by the Scottish Ministers (as updated and amended from time to time by the Company). The DS **for each Phase** must be provided, for information only, to the Planning Authorities, and the JNCC, SNH and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. The DS **for each Phase** must be prepared and signed off by at least one qualified landscape architect, instructed by the Company prior to submission to the Scottish Ministers. **Each Phase of the** Development must, at all times, be constructed in accordance with the approved DS **for that Phase** (as updated and amended from time to time by the Company). Reason: To inform interested parties of the final wind farm scheme proposed to be built.

14. The Company must, no later than 6 months prior to the Commencement of **any Phase of** the Development, submit an Environmental Management Plan (“EMP”), in writing, to the Scottish Ministers for their written approval **for that Phase**. Such approval may only be granted following consultation by the Scottish Ministers with the JNCC, SNH, SEPA, RSPB Scotland, WDC, ASFB and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. **Each Phase of the** Development must, at all times, be constructed and operated in accordance with the approved EMP **for that Phase** (as updated and amended from time to time by the Company). Any updates or amendments made to an EMP by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written approval.

Each EMP must provide the over-arching framework for on-site environmental management during the phases of development as follows:

- a. all construction as required to be undertaken **for that Phase** before the Final Commissioning of the Development; and
- b. the operational lifespan of that Phase of the Development from the Final Commissioning of the Development until the cessation of electricity generation (Environmental management during decommissioning is addressed by the Decommissioning Programme provided for by condition 3).

The EMP for each Phase must be in accordance with the ES and SEIS as it relates to environmental management measures. The EMP for each Phase must set out the roles, responsibilities and chain of command for the Company personnel, any contractors or sub-contractors in respect of environmental management for the protection of environmental interests during the construction and operation of that Phase of the Development. It must address, but not be limited to, the following over-arching requirements for environmental management during construction:

- a. Mitigation measures to prevent significant adverse impacts to environmental interests, as identified in the ES and pre-consent and pre-construction surveys, and include the relevant parts of the CMS (refer to condition 10);
- b. Pollution prevention measures and contingency plans;
- c. Management measures to prevent the introduction of invasive non-native marine species;
- d. Measures to minimise, recycle, reuse and dispose of waste streams; and
- e. The reporting mechanisms that will be used to provide the Scottish Ministers and relevant stakeholders (including, but not limited to, the JNCC, SNH, SEPA, RSPB Scotland, MCA and NLB) with regular updates on construction activity, including any environmental issues that have been encountered and how these have been addressed.

The Company must, no later than 3 months prior to the Final Commissioning of the Development, submit an updated EMP, in writing, to cover the operation and maintenance activities for that Phase of the Development to the Scottish Ministers for their written approval for each Phase of the Development. Such approval may be given only following consultation with the JNCC, SNH, SEPA, RSPB Scotland and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. Each EMP must be regularly reviewed by the Company and the Forth and Tay Regional Advisory Group (“FTRAG”) (referred to in condition 27) over the lifespan of the Development, and be kept up to date (in relation to the likes of construction methods and operations of the Development in terms of up to date working practices) by the Company in consultation with the FTRAG. Each EMP must be informed, so far as is reasonably practicable, by the baseline surveys undertaken as part of the Application and the PEMP. Reason: To mitigate the impacts on the environmental interests during construction and operation.

15. The Company must, no later than 6 months prior to the Commencement of each Phase of the Development, submit a Vessel Management Plan (“VMP”), in writing, to the Scottish Ministers for their written approval for that Phase. Such approval may only be granted following consultation by the Scottish Ministers with the JNCC, SNH, WDC and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. Each Phase of the Development must, at all times, be constructed and operated in accordance with the approved VMP for that Phase (as updated and amended from time to time by the Company). Any updates or amendments made to any VMP by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written approval. The VMP for each Phase must include, but not be limited to, the following details:

- a. The number, types and specification of vessels required;
- b. Working practices to minimise the use of ducted propellers;
- c. How vessel management will be coordinated, particularly during construction but also during operation; and

d. Location of working port(s), how often vessels will be required to transit between port(s) and the Site and indicative vessel transit corridors proposed to be used during construction and operation of the Development.

The confirmed individual vessel details must be notified to the Scottish Ministers in writing no later than 14 days prior to the Commencement of **any Phase of** the Development, and thereafter, any changes to the details supplied must be notified to the Scottish Ministers, as soon as practicable, prior to any such change being implemented in the construction or operation of **that Phase of** the Development. The VMP must, so far as is reasonably practicable, be consistent with the CMS, the EMP, the PEMP, the NSP, and the LMP. Reason: To mitigate disturbance or impact to marine mammals and birds.

16. The Company must, no later than 3 months prior to the Commissioning of the first WTG **for any Phase**, submit an Operation and Maintenance Programme (“OMP”), in writing, to the Scottish Ministers for their written approval **for that Phase**. Such approval may only be granted following consultation by the Scottish Ministers with the JNCC, SNH, SEPA, MCA, NLB, RSPB Scotland, the Planning Authority and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. The OMP **for each Phase** must set out the procedures and good working practices for operations and the maintenance of the WTG’s, substructures, and inter-array cable network of **that Phase of** the Development. Environmental sensitivities which may affect the timing of the operation and maintenance activities must be considered in the OMP. Operation and maintenance of **any Phase of the** Development must, at all times, proceed in accordance with the approved OMP **for that Phase** (as updated and amended from time to time by the Company). Any updates or amendments made to **an** OMP by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written approval. **Each** OMP must, so far as is reasonably practicable, be consistent with the EMP, the PEMP, the VMP, the NSP, the CaP and the LMP. Reason: To safeguard environmental interests during operation of the offshore generating station.

17. The Company must, no later than 6 months prior to the Commencement of **any Phase of** the Development, submit a Navigational Safety Plan (“NSP”), in writing, to the Scottish Ministers for their written approval **for that Phase**. Such approval may only be granted following consultation by the Scottish Ministers with MCA, NLB and any other navigational advisors or organisations as may be required at the discretion of the Scottish Ministers. The NSP **for each Phase** must include, but not be limited to, the following issues:

- a. Navigational safety measures;
- b. Construction exclusion zones;
- c. Notice(s) to Mariners and Radio Navigation Warnings;
- d. Anchoring areas;
- e. Temporary construction lighting and marking;
- f. Emergency response and coordination arrangements for the construction, operation and decommissioning phases of the Development; and
- g. Buoyage.

The Company must confirm within the NSP **for each Phase** that they have taken into account and adequately addressed all of the recommendations of the MCA in the current Marine Guidance Note



371, and its annexes that may be appropriate to that Phase of the Development, or any other relevant document which may supersede said guidance prior to approval of the NSP. Each Phase of the Development must, at all times, be constructed and operated in accordance with the approved NSP for that Phase (as updated and amended from time to time by the Company). Any updates or amendments made to an NSP by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written approval. Reason: To mitigate the navigational risk to other legitimate users of the sea.

18. The Company must, no later than 6 months prior to the Commencement of any Phase of the Development, submit a Cable Plan ("CaP"), in writing, to the Scottish Ministers for their written approval for that Phase. Such approval may only be granted following consultation by the Scottish Ministers with the JNCC, SNH, MCA, SFF and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. The CaP for each Phase must be in accordance with the ES. Each Phase of the Development must, at all times, be constructed and operated in accordance with the approved CaP for that Phase (as updated and amended from time to time by the Company). Any updates or amendments made to a CaP by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written approval. The CaP for each Phase must include the following:

- a. Details of the location and cable laying techniques for the inter array cables;
- b. The results of survey work (including geophysical, geotechnical and benthic surveys) which will help inform cable routing;
- c. Technical specification of inter array cables, including a desk based assessment of attenuation of electro-magnetic field strengths and shielding;
- d. A burial risk assessment to ascertain burial depths and where necessary alternative protection measures;
- e. Methodologies for surveys (e.g. over trawl) of the inter array cables through the operational life of the wind farm where mechanical protection of cables laid on the sea bed is deployed; and
- f. Methodologies for inter array cable inspection with measures to address and report to the Scottish Ministers any exposure of inter array cables.

Reason: To ensure all environmental and navigational issues are considered for the location and construction of the inter array cables.

19. The Company must, no later than 6 months prior to the Commencement of any Phase of the Development, submit a Lighting and Marking Plan ("LMP"), in writing, to the Scottish Ministers for their written approval for that Phase. Such approval may only be granted following consultation by the Scottish Ministers with MCA, NLB, CAA, MOD and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. The LMP for each Phase must provide that each Phase of the Development be lit and marked in accordance with the current CAA and MOD aviation lighting policy and guidance that is in place as at the date of the Scottish Ministers approval of the LMP, or any such other documents that may supersede said guidance prior to the approval of the LMP. The LMP must also detail the navigational lighting requirements detailed in IALA Recommendation O-139 or any other documents that may supersede said guidance prior to approval of the LMP. The Company must provide the LMP for each Phase, for information only, to the Planning Authorities, the JNCC, SNH and any other bodies as may be required at the discretion of

the Scottish Ministers. Each Phase of the Development must, at all times, be constructed and operated in accordance with the approved LMP for that Phase (as updated and amended from time to time by the Company). Any updates or amendments made to a LMP by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written approval. Reason: To ensure safe marking and lighting of the offshore generating station.

20. The Company must, prior to the erection of any WTGs on any Phase of the Site, submit an Air Traffic Control Radar Mitigation Scheme ("ATC Scheme"), in writing, to the Scottish Ministers for their written approval for that Phase. Such approval may only be granted following consultation by the Scottish Ministers with the MOD. The ATC Scheme is a scheme designed to mitigate the impact of the Development upon the operation of the Primary Surveillance Radar at RAF Leuchars ("the Radar") and the air traffic control operations of the MOD which is reliant upon the Radar. The ATC Scheme for each Phase shall set out the appropriate measures to be implemented to mitigate the impact of that Phase of the Development on the Radar and shall be in place for the operational life of the Development provided the Radar remains in operation.

No turbines shall become operational for any Phase unless and until all those measures required by the approved ATC Scheme for that Phase to be implemented prior to the operation of the turbines have been implemented and the Scottish Ministers have confirmed this in writing. Each Phase of the Development shall thereafter be operated fully in accordance with the approved ATC Scheme for that Phase. Reason: To mitigate the adverse impacts of the Development on the air traffic control radar at RAF Leuchars and the operations of the MOD.

21. The Company must ensure that no part of any turbine for any Phase shall be erected above sea level within radar line of sight of the air defence radar at Remote Radar Head (RRH) Buchan unless and until an Air Defence Radar Mitigation Scheme ("the ADRM scheme") for that Phase has been submitted to and approved in writing by the Scottish Ministers in consultation with the MOD. For the purposes of this condition, the ADRM Scheme means a detailed scheme to mitigate the adverse impacts of the Development on the air defence radar at RRH Buchan and the air surveillance and control operations of the MOD. The scheme will set out the appropriate measures to be implemented to that end. No turbines forming part of a Phase shall become operational until:

- a. the mitigation measures which the approved ADRM Scheme for that Phase requiring to be implemented prior to the operation of the turbines have been implemented; and
- b. any performance criteria specified in the approved ADRM Scheme for that Phase and which the approved ADRM Scheme for that Phase requires to have been satisfied prior to the operation of the turbines have been satisfied.

The Company shall thereafter comply with all other obligations contained within the approved ADRM Scheme for any Phase for the duration of the operation of that Phase of the Development. Reason: To mitigate the adverse impact of the Development on air defence radar at Remote Radar Head (RRH) Buchan.

22. The Company must ensure that no part of any turbine for any Phase shall be erected above sea level within radar line of sight of the air defence radar at Remote Radar Head ("RRH") Brizlee Wood unless and until an Air Defence Radar Mitigation Scheme ("the ADRM scheme") for that Phase has been submitted to and approved in writing by the Scottish Ministers in consultation with the MOD. For the purposes of this condition, the ADRM Scheme for each Phase means a detailed scheme to mitigate the adverse impacts of that Phase of the Development on the air defence radar at RRH Brizlee Wood and the air surveillance and control operations of the MOD. The scheme will set out

the appropriate measures to be implemented to that end. No turbines **for any Phase** shall become operational until:

- a. the mitigation measures which the approved ADRM Scheme **for that Phase** requires to be implemented prior to the operation of the turbines have been implemented; and
- b. any performance criteria specified in the approved ADRM Scheme **for that Phase** and which the approved ADRM Scheme **for that Phase** requires to have been satisfied prior to the operation of the turbines have been satisfied.

The Company shall thereafter comply with all other obligations contained within the approved ADRM Scheme for the duration of the operation of **each Phase of** the Development. Reason: To mitigate the adverse impact of the development on air defence radar at Remote Radar Head (RRH) Brizlee Wood.

23. The Company must ensure that no turbine **forming part of a Phase** shall be erected until a Primary Radar Mitigation Scheme ("PRMS") **for that Phase** agreed with the Operator has been submitted to and approved in writing by the Scottish Ministers in order to mitigate the impact of **that Phase of** the Development on the Primary Radar Installation at Perwinnes and associated air traffic management operations. No blades shall be fitted to any turbine **forming part of a Phase** unless and until the approved Primary Radar Mitigation Scheme **for that Phase** has been implemented and the development shall thereafter be operated fully in accordance with such approved Scheme **for that Phase**. Reason: To mitigate the adverse impact of the development on air traffic operations.

24. The Company must, prior to the Commencement of **any Phase of** the Development, and following confirmation of the approved DSLP by the Scottish Ministers (refer to condition 12), provide the **following for each Phase of the Development: (a)** positions and maximum heights of the WTGs; **(b)** construction equipment over 150 m (measured above LAT); and **(c)** any Offshore Sub-Station Platforms to the United Kingdom Hydrographic Office ("UKHO") for aviation and nautical charting purposes. The Company must, within 1 month of the Final Commissioning of the Development, provide co-ordinates accurate to three decimal places of minutes of arc for each WTG position and maximum heights of the WTGs to the UKHO for aviation and nautical charting purposes. Reason: For aviation and navigational safety.

25. The Company must, at least 6 months prior to the Commencement of **any Phase of** the Development submit a Traffic and Transportation Plan ("TTP") in writing, to the Scottish Ministers for their written approval **for that Phase**. Such approval may only be granted following consultation by the Scottish Ministers with Transport Scotland and any such other advisors as may be required at the discretion of the Scottish Ministers. The TTP **for each Phase** must set out a mitigation strategy for the impact of road based traffic and transportation associated with the construction of the Development. **Each Phase of the** Development must be constructed and operated in accordance with the approved TTP **for that Phase** (as updated and amended from time to time, following written approval from the Scottish Ministers). Reason: To maintain the free flow and safety of the Trunk Road network.

26. The Company must, no later than 6 months prior to the Commencement of **any Phase of** the Development, submit a Project Environmental Monitoring Programme ("PEMP"), in writing, to the Scottish Ministers for their written approval **for that Phase**. Such approval may only be granted following consultation by the Scottish Ministers with the JNCC, SNH, RSPB Scotland, WDC, ASFB and any other ecological advisors or organisations as required at the discretion of the Scottish Ministers.

The PEMP **for each Phase** must be in accordance with the Application as it relates to environmental monitoring.

The PEMP must set out measures by which the Company must monitor the environmental impacts of **that Phase of** the Development. Monitoring is required throughout the lifespan of the Development where this is deemed necessary by the Scottish Ministers. Lifespan in this context includes pre-construction, construction, operational and decommissioning phases.

Monitoring must be done in such a way so as to ensure that the data which is collected allows useful and valid comparisons between different phases of the Development. Monitoring may also serve the purpose of verifying key predictions in the Application. In the event that further potential adverse environmental effects are identified, for which no predictions were made in the Application, the Scottish Ministers may require the Company to undertake additional monitoring.

The Scottish Ministers may agree that monitoring may be reduced or ceased before the end of the lifespan of the Development. The PEMP must cover, but not be limited to the following matters:

a. Pre-construction, construction (if considered appropriate by the Scottish Ministers) and post-construction monitoring surveys for:

1. Birds;
2. Sandeels;
3. Marine fish;
4. Diadromous fish;
5. Benthic communities; and
6. Seabed scour and local sediment deposition.

b. The participation by the Company in surveys to be carried out in relation to marine mammals as set out in the Marine Mammal Monitoring Programme (“MMMP”); and

c. The participation by the Company in a National Strategic Bird Monitoring Framework (“NSBMF”) and surveys to be carried out in relation to regional and / or strategic bird monitoring including but not necessarily limited to: 1. the avoidance behaviour of breeding seabirds around turbines; 2. flight height distributions of seabirds at wind farm sites; 3. displacement of kittiwake, puffin and other auks from wind farm sites; and 4. effects on survival and productivity at relevant breeding colonies.

All initial methodologies for the above monitoring must be approved **for each Phase**, in writing, by the Scottish Ministers and, where appropriate, in consultation with the Forth and Tay Regional Advisory Group (“FTRAG”) referred to in condition 27 of this consent. Any pre-consent surveys carried out by the Company to address any of the above species may be used in part to discharge this condition **for each Phase** subject to the written approval by the Scottish Ministers.

The PEMP is a live document and must be regularly reviewed by the Scottish Ministers, at timescales to be determined by the Scottish Ministers, in consultation with the FTRAG to identify the appropriateness of on-going monitoring. Following such reviews, the Scottish Ministers may, in consultation with the FTRAG, require the Company to amend the PEMP **for any Phase** and submit such an amended PEMP **for that Phase**, in writing, to the Scottish Ministers, for their written approval. Such approval may only be granted following consultation with FTRAG and any other

ecological, or such other advisors as may be required at the discretion of the Scottish Ministers. The PEMP for each Phase, as amended from time to time, must be fully implemented by the Company at all times.

The Company must submit written reports and associated raw data of such monitoring surveys to the Scottish Ministers at timescales to be determined by the Scottish Ministers in consultation with the FTRAG. Subject to any legal restrictions regarding the treatment of the information, the results are to be made publicly available by the Scottish Ministers, or by such other party appointed at their discretion. Reason: To ensure that appropriate and effective monitoring of the impacts of the Development is undertaken.

27. The Company must participate in any Forth and Tay Regional Advisory Group ("FTRAG") established by the Scottish Ministers for the purpose of advising the Scottish Ministers on research, monitoring and mitigation programmes for, but not limited to, ornithology, diadromous fish, marine mammals and commercial fish. Should a Scottish Strategic Marine Environment Group ("SSMEG") be established (refer to condition 28), the responsibilities and obligations being delivered by the FTRAG will be subsumed by the SSMEG at a timescale to be determined by the Scottish Ministers. Reason: To ensure effective environmental monitoring and mitigation is undertaken at a regional scale.

28. The Company must participate in any Scottish Strategic Marine Environment Group ("SSMEG") established by the Scottish Ministers for the purposes of advising the Scottish Ministers on research, monitoring and mitigation programmes for, but not limited to, ornithology, diadromous fish, marine mammals and commercial fish. Reason: To ensure effective environmental monitoring and mitigation is undertaken at a National scale.

29. Prior to the Commencement of any Phase of the Development, the Company must at its own expense, and with the approval of the Scottish Ministers in consultation with the JNCC and SNH, appoint an Ecological Clerk of Works ("ECoW") for that Phase. The ECoW for any Phase must be appointed in time to review and approve the final draft version of the first plan or programme submitted under this consent to the Scottish Ministers for approval, until the Final Commissioning of the Development. The responsibilities of the ECoW must include, but not be limited to:

- a. Quality assurance of final draft version of all plans and programmes required under this consent;
- b. Provide advice to the Company on compliance with consent conditions, including the conditions relating to the CMS, the EMP, the PEMP, the PS (if required), the CaP and the VMP;
- c. Monitor compliance with the CMS, the EMP, the PEMP, the PS (if required), the CaP and the VMP;
- d. Provide reports on point c) above to the Scottish Ministers at timescales to be determined by the Scottish Ministers; and
- e. Inducting site personnel on site / works environmental policy and procedures.

Reason: To ensure that appropriate and effective monitoring of the impacts of the Development is undertaken.

30. The Company must, to the satisfaction of the Scottish Ministers, participate in the monitoring requirements as laid out in the 'National Research and Monitoring Strategy for Diadromous Fish' so far as they apply at a local level. The extent and nature of the Company's participation is to be

agreed by the Scottish Ministers in consultation with the FTRAG. Reason: To ensure effective monitoring of the effects on migratory fish at a local level.

31. The Company must, no later than 6 months prior to the Commencement of any Phase of the Development, submit a Commercial Fisheries Mitigation Strategy (“CFMS”), in writing, to the Scottish Ministers for their written approval for that Phase. The Company must remain a member of the Forth and Tay Offshore Wind Developers Group-Commercial Fisheries Working Group or any successor group formed to facilitate commercial fisheries dialogue in the Forth and Tay regions. For each Phase, the Company must include in the CFMS a mitigation strategy for each commercial fishery that Ministers are reasonably satisfied would be adversely affected by that Phase of the Development. The CFMS for each Phase must, in particular, include mitigation measures for lobster stock enhancement if the Scottish Ministers are satisfied that such mitigation measures are reasonably necessary. The Company must implement all mitigation measures committed to be carried out by the Company within the terms of the CFMS. The Company must require all of its contractors, and sub-contractors, to co-operate with the fishing industry to ensure the effective implementation of the CFMS for any Phase. Reason: To mitigate the impact on commercial fishermen.

32. Prior to the Commencement of any Phase of the Development, a Fisheries Liaison Officer (“FLO”), approved in writing by Scottish Ministers, in consultation with the FTOWDG-CFWG, must be appointed for that Phase by the Company for the period from Commencement of that Phase of the Development until the Final Commissioning of the Development. The Company must notify the Scottish Ministers of the identity and credentials of the FLO before Commencement of that Phase of the Development by including such details in the EMP (referred to in condition 14). The FLO must establish and maintain effective communications between the Company, any contractors or sub-contractors, fishermen and other users of the sea during the construction of that Phase of the Development, and ensure compliance with best practice guidelines whilst doing so. The responsibilities of the FLO must include, but not be limited to:

- a. Establishing and maintaining effective communications between the Company, any contractors or sub-contractors, fishermen and other users of the sea concerning the overall project and any amendments to the CMS and site environmental procedures;
- b. Provision of information relating to the safe operation of fishing activity on the site of that Phase of the Development; and
- c. Ensuring that information is made available and circulated in a timely manner to minimise interference with fishing operations and other users of the sea.

Reason: To mitigate the impact on commercial fishermen.

33. The Company must, no later than 6 months prior to the Commencement of any Phase of the Development, submit a Marine Archaeology Reporting Protocol which sets out what the Company must do for that Phase on discovering any marine archaeology during the construction, operation, maintenance and monitoring of that Phase of the Development, in writing, to the Scottish Ministers for their written approval. Such approval may be given only following consultation by the Scottish Ministers with any such advisors as may be required at the discretion of the Scottish Ministers. The Reporting Protocol must be implemented in full, at all times, by the Company. Reason: To ensure any discovery of archaeological interest is properly and correctly reported.

34. In the event that the Company intends to carry out the Development in phases, the Company will notify the Scottish Ministers in writing if it intends to discharge conditions separately for Phase 1 and Phase 1A meaning that conditions 2, 9, 10, 11, 12, 23, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 29, 31, 32 and 33 may be discharged for Phase 1 and Phase 1A separately and, where relevant, any approval which would otherwise be required prior to Commencement of the Development shall instead be required prior to commencement of the Construction of that Phase of the Development.



### Annex 3

#### DEFINITIONS AND GLOSSARY OF TERMS

In this decision letter and in Annex 1 and 2:

“the Application” includes the Application letter and Environmental Statement submitted to the Scottish Ministers by Seagreen Wind Energy Limited, on behalf of Seagreen Alpha Wind Energy Limited and Seagreen Bravo Wind Energy Limited, on 15th October 2012; the Supplementary Environmental information Statement submitted to the Scottish Ministers by Seagreen Wind Energy Limited on the 18th October 2013; and the SEIS Erratum submitted to the Scottish Ministers by Seagreen Wind Energy Limited on the 11th March 2014.

“AA” means Appropriate Assessment.

“CAPEX” means Capital Expenditure.

“Commencement of the Development” means the date on which Construction begins on the site of either Phase of the Development in accordance with this consent.

“Commencement of a Phase of the Development” means the date on which Construction begins on the site of a Phase of the Development in accordance with this consent.

“Commissioning of the First WTG” means the date on which the first wind turbine generator forming the Development has supplied electricity on a commercial basis to the National Grid.

“Construction” means as defined at section 64(1) of the Electricity Act 1989, read with section 104 of the Energy Act 2004.

“Danger Area” means the seaward extent of MOD Danger Area D604 into which military firing practise at Barry Buddon Range is conducted.

“Decommissioning Programme” means the programme for decommissioning the relevant object, to be submitted by the Company to the Secretary of State under section 105(2) of the Energy Act 2004 (as amended).

“Design Envelope”, also referred to as Rochdale Envelope, is an approach to consenting and environmental impact, named after a UK planning law case, which allows a project description to be broadly defined, within a number of agreed parameters, for the purposes of a consent application.

“ECoW” means Ecological Clerk of Works. “EIA” means Environmental Impact Assessment. “EMF” means Electromagnetic Fields.

“EPS” means European Protected Species.

“ERCoP” means Emergency Response & Cooperation Plan.

“ES” means the Environmental Statement submitted to the Scottish Ministers by the Seagreen Wind Energy Limited on 15th October 2012 as part of the Application as defined above.

“EU” means European Union.

“FFZ” means Firth of Forth Zone.



“Final Commissioning of the Development” means the date on which all wind turbine generators forming the Development have supplied electricity on a commercial basis to the National Grid, or such earlier date as the Scottish Ministers deem the Development to be complete.

“FLO” means a Fisheries Liaison Officer.

“GIS” means Geographic Information System.

“GVA” means Gross Value Added and represents a measure of the contribution to the economy of each individual producer, industry or sector in the United Kingdom.

“GW” means gigawatt.

“HRA” means Habitats Regulations Appraisal.

“IALA Recommendation O-139” means the International Association of Marine Aids to Navigation and Lighthouse Authorities Recommendation O-139 On The Marking of Man Made Offshore Structures.

“LAT” means Lowest Astronomical Tide.

“LSE” means Likely Significant Effect.

“MGN371” means Marine Guidance Note 371 and refers to the Maritime and Coastguard Agency Marine Guidance Note 371 Offshore Renewable Energy installations (OREI’s) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues.

“MHWS” means Mean High Water Springs.

“MLWS” means Mean Low Water Springs.

“MPA” means Marine Protected Area.

“MW” means megawatt. “nm” means nautical miles.

“NSBMF” means National Strategic Bird Monitoring Framework. “O&M” means operation and maintenance.

"Operator" means NERL (En Route) plc, incorporated under the Companies Act (4129273) whose registered office is 4000 Parkway, Whiteley, Fareham, Hants PO15 7FL or such other organisation licensed from time to time under sections 5 and 6 of the Transport Act 2000 to provide air traffic services to the relevant managed area (within the meaning of section 40 of that Act).

“ the Planning Authorities” means Angus Council, Fife Council and East Lothian Council.

“PMF” means Priority Marine Feature.

“SAC” means Special Area of Conservation.

“Scottish marine area” has the meaning given in section 1 of the Marine (Scotland) Act 2010.

“Scottish offshore region” has the meaning given in section 322 of the Marine and Coastal Access Act 2009 (as amended).

“SEA” means Strategic Environmental Assessment.

“SEIS” means Supplementary Environmental information Statement” and refers to the covering letter and report, submitted to the Scottish Ministers by Seagreen Wind Energy Limited on the 18th October 2013.

“Soft start piling” means the gradual increase of piling power, incrementally over a set time period, until full operational power is achieved.

“SPA” means Special Protection Area.

“SPP” means Scottish Planning Policy.

“SSMEG” means Scottish Strategic Marine Environment Group. A group yet to be formed, responsible for overseeing monitoring and mitigation on a National scale, set up by the Scottish Ministers.

“STA” means Seagreen Transmission Asset.

“the Company” means Seagreen Alpha Wind Energy Limited, 55 Vastern Road, Reading, Berkshire, RG1 8BU. Company Number: 07185533.

“the Development” means the Seagreen Alpha Wind Farm in the Firth of Forth Zone.

“the Erratum” means the SEIS Erratum submitted to the Scottish Ministers by Seagreen Wind Energy Limited on the 11th March 2014 as a result of comments received by Repsol, the company developing the Inch Cape Offshore Wind farm.

“Phase” means either Phase 1 or Phase 1A.

“Phase 1” means the construction of the wind turbine generators comprised in Phase 1, as described in Annex 1 .

“Phase 1A” means the construction of the wind turbine generators comprised in Phase 1A, as described in Annex 1.

“the Proposal” means the proposed Seagreen Phase 1 Project, consisting of all two wind farms: Seagreen Alpha Offshore Wind Farm and Seagreen Bravo Offshore Wind Farm.

“the Radar” means the Primary Surveillance Radar at RAF Leuchars.

“the Site” means the area shaded in red in Annex 1, Inset A of Figure 1.

“the Zone” means Firth of Forth Round 3 Zone 2 leasing agreements in the UK Renewable Energy Zone.

“UK” means United Kingdom.

“Variation Application” means the application submitted by the Company on [ insert date].

“WGS84” means the World Geodetic System 1984.

“WTG” means wind turbine generator.

“ZAP” means Zone Appraisal and Planning.

“ZDA” means Zone Development Agreement.

Organisations

“AIA” means Aberdeen International Airport.

“AC” means Angus Council.

“AMSGA” means Arbroath and Montrose Static Gear Association.

“ASFB” means The Association of Salmon Fishery Boards.

“CAA” means The Civil Aviation Authority.

“CFWG” means Commercial Fisheries Working Group a Working group part of FTOWDG. “CGLMC” means Carnoustie Golf Links Management Committee.

“CoS” means The Chamber of Shipping.

“FC” means Fife Council.

“FMA” means the Fishermen’s Mutual Association (Pittenweem) Ltd

“FTOWDG” means The Forth and Tay Offshore Wind Developers Group A group formed, and set up, to develop the Commercial Fisheries Mitigation Strategy, and as forum to facilitate on-going dialogue with the commercial fishing industry.

“FTRAG” means Forth and Tay Regional Advisory Group.

“IALA” means International Association of Marine Aids to Navigation and Lighthouse Authorities.

“ICOL” means Inch Cape Offshore Limited.

“JNCC” means The Joint Nature Conservation Committee.

“MCA” means The Maritime and Coastguard Agency.

“MMO” means Marine Management Organisation.

“MOD” means Ministry of Defence.

“MS-LOT” means Marine Scotland Licensing Operations Team.

“MSS” means Marine Scotland Science.

“NATS” means National Air Traffic Service.

“NLB” means The Northern Lighthouse Board.

“NNGOWL” means Neart na Gaoithe Offshore Wind Limited.

“Repsol” means Repsol Nuevas Energias UK Limited.

“RSPB Scotland” means The Royal Society for the Protection of Birds Scotland.

“RYA Scotland” means Royal Yachting Association Scotland.

“SAS” means Surfers Against Sewage.

“SAWEL” means Seagreen Alpha Wind Energy Limited.

“SBWEL” means Seagreen Bravo Wind Energy Limited.

“SEPA” means The Scottish Environment Protection Agency.

“SFF” means The Scottish Fisherman’s Federation.

“SG” means The Scottish Government.

“SMRU” means Sea Mammal Research Unit.

“SNH” means Scottish Natural Heritage (now NatureScot).

“SWEL” means Seagreen Wind Energy Limited.

“TCE” means The Crown Estate.

“UKHO” means United Kingdom Hydrographic Office.

“UNECE” means United Nations Economic Commission for Europe.

“WDC” means Whale and Dolphin Conservation.

#### Plans, Programmes and Statements

“ADRM scheme” means Air Defence Radar Mitigation Scheme.

“ATC Scheme” means Air Traffic Control Radar Mitigation Scheme. A detailed scheme to mitigate the adverse impacts of the Development on the air traffic control radar at RAF Leuchars and the air surveillance and control operations of the Ministry of Defence. The scheme will set out the appropriate measures to be implemented to that end.

“CaP” means Cable Plan.

“CFMS” means Commercial Fisheries Mitigation Strategy - the final document produced from consultation between Seagreen Wind Energy Limited and the Forth & Tay Offshore Wind Developers Group - Commercial Fisheries Working Group (“FTOWDG-CFWG”).

“CMS” means Construction Method Statement.

“CoP” means Construction Programme.

“DS” means Design Statement.

“DSLp” means Development Specification and Layout Plan.

“EMP” means Environmental Management Plan.

“LMP” means Lighting and Marking Plan.

“MMMP” means Marine Mammal Monitoring Programme which is a programme to be put in place by the licensee to monitor the effects of the Seagreen Alpha Offshore Limited wind farm on marine mammals in co-ordination (through the Forth and Tay Regional Advisory Group (“FTRAG”)) with other MMMPs to be developed by other Forth and Tay projects, as required by the Licensing Authority.

“NPF2” means Scotland’s National Planning Framework 2.

“NPF3” means Scotland’s National Planning Framework 3.

“NREAP” means UK Government’s National Renewable Energy Action Plan.

“NSP” means Navigational Safety Plan.

“OMP” means Operation and Maintenance Programme.

“PEMP” means Project Environmental Monitoring Programme.

"Primary Radar Mitigation Scheme" or "Scheme" means a detailed scheme agreed with the Operator which sets out the measures to be taken to mitigate at all times the impact of the development on the PERWINNES primary radar and air traffic management operations of the Operator.

“PRMS” means Primary Radar Mitigation Scheme.

“PS” means Piling Strategy.

“RRH” means Remote Radar Head and it may refer to Air Defence Radar at RRH Buchan or to the Air Defence Radar at RRH Brizlee Wood.

“the Strategy” means “National Research and Monitoring Strategy for Diadromous Fish” and refers to a strategy that will be formulated from the Marine Scotland Science Report 05/13 –

“The Scope of Research Requirements for Atlantic Salmon, Sea Trout and European Eel in the Context of Offshore Renewables” to monitor migratory fish at a strategic level.

“TTP” means Traffic and Transportation Plan. “VMP” means Vessel Management Plan.

#### Legislation

“Wild Birds Directive” means Council Directive 79/409/EEC of 2nd April 1979 on the conservation of wild birds, as amended and as codified by Directive 2009/147/EC of the European Parliament and of the Council of 30th November 2009.

“the Electricity Act” means the Electricity Act 1989 (as amended).

“Habitats Directive” means Council Directive 92/43/EEC of 21st May 1992 on the conservation of natural habitats and wild fauna and flora (as amended).

“the Habitats Regulations” means the Conservation (Natural Habitats, & c.) Regulations 1994 (as amended) and the Offshore Marine Conservation (Natural Habitats, & c.) Regulations 2007 (as amended).

“the 1990 Regulations” means the Electricity (Applications for Consent) Regulations 1990 (as amended).

“the 1994 Regulations” means the Conservation (Natural Habitats, & c.) Regulations 1994 (as amended).

“the 1999 Order” means The Scotland Act 1998 (Transfer of Functions to the Scottish Ministers etc.) Order 1999.

“the 2000 Regulations” means the Electricity Works (Environmental Impact Assessment) (Scotland) Regulations 2000 (as amended).

“the 2007 Regulations” means the Offshore Marine Conservation (Natural Habitats, & c.) Regulations 2007 (as amended).

“the 2009 Act” means Marine and Coastal Access Act 2009 (as amended).

“the 2010 Act” means Marine (Scotland) Act 2010.

“SPG” means the Fife Council’s Supplementary Planning Guidance (SPG) on Wind Energy 2011 which supplements the local plan policies.

“the Statement” means The UK Marine Policy Statement 2011.

“TAYplan SDP” means the TAYplan Strategic Development Plan.

## **Annex 1**

### **DESCRIPTION OF THE DEVELOPMENT**

The Development, located as shown on Figure 1 below, shall comprise a wind-powered electricity generating station in the FFZ, including:

1. not more than 75 three-bladed horizontal axis wind turbine generators of which (a) not more than 57 wind turbine generators shall be constructed in Phase 1; and (b) not more than 18 wind turbine generators shall be constructed in Phase 1A.

In respect of Phase 1, each wind turbine generator shall comprise:

- a) a maximum blade tip height of 209.7 metres (measured from LAT);
- b) a rotor diameter of between 122 and 167 metres;
- c) a hub height of between 87.1 and 126.2 metres (measured from LAT);
- d) a minimum blade tip clearance of between 29.8 and 42.7 metres (measured from LAT);
- e) blade width of up to 5.4 metres; and
- f) a minimum spacing of 1,000 metres;

In respect of Phase 1A, each wind turbine generator shall comprise:

- a) a maximum blade tip height of 285 metres (measured from LAT);
  - b) a maximum rotor diameter of 242 metres;
  - c) a hub height of between 118 and 165 metres (measured from LAT);
  - d) a minimum blade tip clearance of between 34 and 45 metres (measured from LAT);
  - e) blade width of up to 7.6 metres; and
  - f) a minimum spacing of 1,000 metres;
2. all foundations, substructures, fixtures, fittings, fixings, and protections;
  3. inter array cabling and cables up to and onto the offshore substation platforms; and
  4. transition pieces including access ladders / fences and landing platforms,

and, except to the extent modified by the foregoing, all as specified in the Application, the Variation Application, and by the conditions imposed by the Scottish Ministers. References to “the Development” in this consent shall be construed accordingly.

## Annex 2

### CONDITIONS OF THE SECTION 36 CONSENT

The consent granted in accordance with section 36 of the Electricity Act 1989 is subject to the following conditions:

1. The consent is for a period from the date this consent is granted until the date occurring 25 years after the Final Commissioning of the Development. Written confirmation of the date of the Final Commissioning of the Development must be provided by the Company to the Scottish Ministers, the Planning Authority, the JNCC and SNH no later than one calendar month after the Final Commissioning of the Development. Where the Scottish Ministers deem the Development to be complete on a date prior to the date when all wind turbine generators forming the Development have supplied electricity on a commercial basis to the National Grid, then, the Scottish Ministers will provide written confirmation of the date of the Final Commissioning of the Development to the Company, the Planning Authority, the JNCC and SNH no later than one calendar month after the date on which the Scottish Ministers deem the Development to be complete. Reason: To define the duration of the consent.
2. The Commencement of the Development must be a date no later than 5 years from the date the consent is granted, or such later date from the date of the granting of this consent as the Scottish Ministers may hereafter direct in writing. Reason: To ensure the Commencement of the Development is undertaken within a reasonable timescale after consent is granted.
3. Where the Secretary of State has, following consultation with the Scottish Ministers, given notice requiring the Company to submit to the Secretary of State a Decommissioning Programme **for any Phase of the Development**, pursuant to section 105(2) and (5) of the Energy Act 2004, then construction may not begin on the site of **that Phase of** the Development until after the Company has submitted to the Secretary of State a Decommissioning Programme **for that Phase** in compliance with that notice. Reason: To ensure that a decommissioning programme is submitted to the Secretary of State where the Secretary of State has, following consultation with the Scottish Ministers, so required before any construction commences.
4. The Company is not permitted to assign this consent without the prior written authorisation of the Scottish Ministers. The Scottish Ministers may grant (with or without conditions) or refuse such authorisation as they, at their own discretion, see fit. The consent is not capable of being assigned, alienated or transferred otherwise than in accordance with the foregoing procedure. Reason: To safeguard the obligations of the consent if assigned to another company.
5. In the event that for a continuous period of 12 months or more any WTG installed and commissioned and forming part of the Development fails to produce electricity on a commercial basis to the National Grid then, unless otherwise agreed in writing by the Scottish Ministers and after consultation with the Company and any advisors as required at the discretion of the Scottish Ministers, any such WTG may be deemed by the Scottish Ministers to cease to be required. If so deemed, the WTG must be decommissioned and the area of the Site containing that WTG must be reinstated by the Company in accordance with the procedures laid out within the Company's Decommissioning Programme, within the period of 24 months from the date of the deeming decision by the Scottish Ministers. Reason: To ensure that any redundant WTGs and associated ancillary equipment is removed from the Site in the interests of safety, amenity and environmental protection.



6. If any serious health and safety incident occurs on the Site requiring the Company to report it to the Health and Safety Executive, then the Company must also notify the Scottish Ministers of the incident within 24 hours of the Company becoming aware of an incident occurring. Reason: To inform the Scottish Ministers of any serious health and safety incident occurring on the Site.

7. The Development must be constructed and operated in accordance with the terms of the Application and related documents, including the accompanying ES, the SEIS, the Variation Application and related documents, and Annex 1 of this letter, except in so far as amended by the terms of this section 36 consent. Reason: To ensure that the Development is carried out in accordance with the Application documentation.

8. As far as reasonably practicable, the Company must, on being given reasonable notice by the Scottish Ministers (of at least 72 hours), provide transportation to and from the Site for any persons authorised by the Scottish Ministers to inspect the Site. Reason: To ensure access to the Site for the purpose of inspection.

9. The Company must, no later than 6 months prior to the Commencement of any Phase of the Development, submit a Construction Programme ("CoP"), in writing, to the Scottish Ministers for their written approval for that Phase. Such approval may only be granted following consultation by the Scottish Ministers with the JNCC, SNH, SEPA, MCA, NLB, RSPB Scotland, the Planning Authority and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. Each Phase of the Development must, at all times, be constructed in accordance with the approved CoP (as updated and amended from time to time by the Company). Any updates or amendments made to the CoP by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written approval. The CoP must set out: a. The proposed date for Commencement of that Phase of the Development; b. The proposed timings for mobilisation of plant and delivery of materials, including details of onshore lay-down areas; c. The proposed timings and sequencing of construction work for all elements of that Phase of the Development infrastructure; d. Contingency planning for poor weather or other unforeseen delays; and e. The scheduled date for Final Commissioning of that Phase of the Development. Reason: To confirm the timing and programming of construction.

10. The Company must, no later than 6 months prior to the Commencement of any Phase of the Development submit a Construction Method Statement ("CMS"), in writing, to the Scottish Ministers for their written approval for that Phase. Such approval may only be granted following consultation by the Scottish Ministers with the JNCC, SNH, SEPA, MCA, NLB, RSPB Scotland, the Planning Authority and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. The CMS for each Phase of the Development must set out the construction procedures and good working practices for installing that Phase of the Development. The CMS must also include details of the roles and responsibilities, chain of command and contact details of company personnel, any contractors or sub-contractors involved during the construction of that Phase of the Development. The CMS must be in accordance with the construction methods assessed in the Application and must include details of how the construction related mitigation steps proposed in the ES and in the SEIS are to be delivered. Each Phase of the Development must, at all times, be constructed in accordance with the approved CMS for that Phase (as updated and amended from time to time by the Company). Any updates or amendments made to a CMS by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written approval. Each CMS must, so far as is reasonably practicable, be consistent with the Design Statement ("DS"), the Environmental Management Plan ("EMP"), the Vessel Management Plan ("VMP"), the Navigational Safety Plan ("NSP"), the Piling Strategy ("PS"), the Cable Plan ("CaP") and

the Lighting and Marking Plan (“LMP”). Reason: To ensure the appropriate construction management of the Development, taking into account mitigation measures to protect the environment and other users of the marine area.

11. In the event that pile foundations are to be used, the Company must, no later than 6 months prior to the Commencement of **any Phase of** the Development, submit a Piling Strategy (“PS”), in writing, to the Scottish Ministers for their written approval **for that Phase**. Such approval may only be granted following consultation by the Scottish Ministers with the JNCC, SNH and any such other advisors as may be required at the discretion of the Scottish Ministers. **Each Phase of the** Development must, at all times, be constructed in accordance with the approved PS **for that Phase** (as updated and amended from time to time by the Company). Any updates or amendments made to **a** PS by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written approval. **Each** PS must include:

- a. Full details of the proposed method and anticipated duration of pile-driving at all locations;
- b. Details of soft-start piling procedures and anticipated maximum piling energy required at each pile location; and
- c. Details of any mitigation and monitoring to be employed during pile-driving, as agreed the Scottish Ministers.

**Each** PS must be in accordance with the Application and must reflect any surveys carried out after submission of the Application. **Each** PS must demonstrate how the exposure to and/or the effects of underwater noise have been mitigated in respect of the following species: bottlenose dolphin; harbour seal; grey seal; Atlantic salmon; cod; and herring.

**Each** PS must, so far as is reasonably practicable, be consistent with the EMP, the Project Environmental Monitoring Programme (“PEMP”) and the CMS **for that Phase**. Reason: To mitigate the underwater noise impacts arising from piling activity.

12. The Company must, no later than 6 months prior to the Commencement of **any Phase of** the Development, submit a Development Specification and Layout Plan (“DSLPL”), in writing, to the Scottish Ministers for their written approval **for that Phase**. Such approval may only be granted following consultation by the Scottish Ministers with the MCA, NLB, CoS, the JNCC, SNH, SFF, CAA and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. **Each Phase of the** Development must, at all times, be constructed in accordance with the approved DSLPL **for that Phase** (as updated and amended from time to time by the Company). Any updates or amendments made to **a** DSLPL by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written approval. **For each Phase, the** DSLPL must include, but not be limited to the following:

- a. A plan showing the proposed location of each individual WTG (subject to any required micro-siting), including information on WTG spacing, WTG identification / numbering, location of the substation platforms, seabed conditions, bathymetry, confirmed foundation type for each WTG and any key constraints recorded on the Site;
- b. A list of latitude and longitude co-ordinates accurate to three decimal places of minutes of arc for each WTG. This should also be provided as a Geographic Information System (“GIS”) shape file using WGS84 format;

- c. A table or diagram of each WTG dimensions including - height to blade tip (measured above Lowest Astronomical Tide (“LAT”)) to the highest point, height to hub (measured above LAT to the centreline of the generator shaft), rotor diameter and maximum rotation speed;
- d. The generating capacity of each WTG used on the Site (Annex 1, Inset B of Figure 1) and a confirmed generating capacity for the Site overall;
- e. The finishes for each WTG (see condition 19 on WTG lighting and marking); and
- f. The length and proposed arrangements on the seabed of all inter-array cables.

Reason: To confirm the final Development specification and layout.

13. The Company must, prior to the Commencement of **any Phase of** the Development, submit a Design Statement (“DS”) **for that Phase**, in writing, to the Scottish Ministers that includes representative wind farm visualisations from key viewpoints as agreed with the Scottish Ministers, based upon the final DSLP as approved by the Scottish Ministers (as updated and amended from time to time by the Company). The DS **for each Phase** must be provided, for information only, to the Planning Authorities, and the JNCC, SNH and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. The DS **for each Phase** must be prepared and signed off by at least one qualified landscape architect, instructed by the Company prior to submission to the Scottish Ministers. **Each Phase of the** Development must, at all times, be constructed in accordance with the approved DS **for that Phase** (as updated and amended from time to time by the Company). Reason: To inform interested parties of the final wind farm scheme proposed to be built.

14. The Company must, no later than 6 months prior to the Commencement of **any Phase of** the Development, submit an Environmental Management Plan (“EMP”), in writing, to the Scottish Ministers for their written approval **for that Phase**. Such approval may only be granted following consultation by the Scottish Ministers with the JNCC, SNH, SEPA, RSPB Scotland, WDC, ASFB and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. **Each Phase of the** Development must, at all times, be constructed and operated in accordance with the approved EMP **for that Phase** (as updated and amended from time to time by the Company). Any updates or amendments made to **an** EMP by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written approval.

**Each** EMP must provide the over-arching framework for on-site environmental management during the phases of development as follows:

- a. all construction as required to be undertaken **for that Phase** before the Final Commissioning of the Development; and
- b. the operational lifespan of **that Phase of the** Development from the Final Commissioning of the Development until the cessation of electricity generation (Environmental management during decommissioning is addressed by the Decommissioning Programme provided for by condition 3).

The EMP **for each Phase** must be in accordance with the ES and SEIS as it relates to environmental management measures. The EMP **for each Phase** must set out the roles, responsibilities and chain of command for the Company personnel, any contractors or sub-contractors in respect of environmental management for the protection of environmental interests during the construction

and operation of that Phase of the Development. It must address, but not be limited to, the following over-arching requirements for environmental management during construction:

- a. Mitigation measures to prevent significant adverse impacts to environmental interests, as identified in the ES and pre-consent and pre-construction surveys, and include the relevant parts of the CMS (refer to condition 10);
- b. Pollution prevention measures and contingency plans;
- c. Management measures to prevent the introduction of invasive non-native marine species;
- d. Measures to minimise, recycle, reuse and dispose of waste streams; and
- e. The reporting mechanisms that will be used to provide the Scottish Ministers and relevant stakeholders (including, but not limited to, the JNCC, SNH, SEPA, RSPB Scotland, MCA and NLB) with regular updates on construction activity, including any environmental issues that have been encountered and how these have been addressed.

The Company must, no later than 3 months prior to the Final Commissioning of the Development, submit an updated EMP, in writing, to cover the operation and maintenance activities for that Phase of the Development to the Scottish Ministers for their written approval for each Phase of the Development. Such approval may be given only following consultation with the JNCC, SNH, SEPA, RSPB Scotland and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. Each EMP must be regularly reviewed by the Company and the Forth and Tay Regional Advisory Group (“FTRAG”) (referred to in condition 27) over the lifespan of the Development, and be kept up to date (in relation to the likes of construction methods and operations of the Development in terms of up to date working practices) by the Company in consultation with the FTRAG. Each EMP must be informed, so far as is reasonably practicable, by the baseline surveys undertaken as part of the Application and the PEMP. Reason: To mitigate the impacts on the environmental interests during construction and operation.

15. The Company must, no later than 6 months prior to the Commencement of each Phase of the Development, submit a Vessel Management Plan (“VMP”), in writing, to the Scottish Ministers for their written approval for that Phase. Such approval may only be granted following consultation by the Scottish Ministers with the JNCC, SNH, WDC and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. Each Phase of the Development must, at all times, be constructed and operated in accordance with the approved VMP for that Phase (as updated and amended from time to time by the Company). Any updates or amendments made to any VMP by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written approval. The VMP for each Phase must include, but not be limited to, the following details:

- a. The number, types and specification of vessels required;
- b. Working practices to minimise the use of ducted propellers;
- c. How vessel management will be coordinated, particularly during construction but also during operation; and
- d. Location of working port(s), how often vessels will be required to transit between port(s) and the Site and indicative vessel transit corridors proposed to be used during construction and operation of the Development.

The confirmed individual vessel details must be notified to the Scottish Ministers in writing no later than 14 days prior to the Commencement of **any Phase of** the Development, and thereafter, any changes to the details supplied must be notified to the Scottish Ministers, as soon as practicable, prior to any such change being implemented in the construction or operation of **that Phase of** the Development. The VMP must, so far as is reasonably practicable, be consistent with the CMS, the EMP, the PEMP, the NSP, and the LMP. Reason: To mitigate disturbance or impact to marine mammals and birds.

16. The Company must, no later than 3 months prior to the Commissioning of the first WTG **for any Phase**, submit an Operation and Maintenance Programme (“OMP”), in writing, to the Scottish Ministers for their written approval **for that Phase**. Such approval may only be granted following consultation by the Scottish Ministers with the JNCC, SNH, SEPA, MCA, NLB, RSPB Scotland, the Planning Authority and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. The OMP **for each Phase** must set out the procedures and good working practices for operations and the maintenance of the WTG’s, substructures, and inter-array cable network of **that Phase of** the Development. Environmental sensitivities which may affect the timing of the operation and maintenance activities must be considered in the OMP. Operation and maintenance of **any Phase of** the Development must, at all times, proceed in accordance with the approved OMP **for that Phase** (as updated and amended from time to time by the Company). Any updates or amendments made to **an** OMP by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written approval. **Each** OMP must, so far as is reasonably practicable, be consistent with the EMP, the PEMP, the VMP, the NSP, the CaP and the LMP. Reason: To safeguard environmental interests during operation of the offshore generating station.

17. The Company must, no later than 6 months prior to the Commencement of **any Phase of** the Development, submit a Navigational Safety Plan (“NSP”), in writing, to the Scottish Ministers for their written approval **for that Phase**. Such approval may only be granted following consultation by the Scottish Ministers with MCA, NLB and any other navigational advisors or organisations as may be required at the discretion of the Scottish Ministers. The NSP **for each Phase** must include, but not be limited to, the following issues:

- a. Navigational safety measures;
- b. Construction exclusion zones;
- c. Notice(s) to Mariners and Radio Navigation Warnings;
- d. Anchoring areas;
- e. Temporary construction lighting and marking;
- f. Emergency response and coordination arrangements for the construction, operation and decommissioning phases of the Development; and
- g. Buoyage.

The Company must confirm within the NSP **for each Phase** that they have taken into account and adequately addressed all of the recommendations of the MCA in the current Marine Guidance Note 371, and its annexes that may be appropriate to **that Phase of** the Development, or any other relevant document which may supersede said guidance prior to approval of the NSP. **Each Phase of the** Development must, at all times, be constructed and operated in accordance with the approved

NSP **for that Phase** (as updated and amended from time to time by the Company). Any updates or amendments made to **an** NSP by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written approval. Reason: To mitigate the navigational risk to other legitimate users of the sea.

18. The Company must, no later than 6 months prior to the Commencement of **any Phase of** the Development, submit a Cable Plan (“CaP”), in writing, to the Scottish Ministers for their written approval **for that Phase**. Such approval may only be granted following consultation by the Scottish Ministers with the JNCC, SNH, MCA, SFF and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. The CaP **for each Phase** must be in accordance with the ES. **Each Phase of the** Development must, at all times, be constructed and operated in accordance with the approved CaP **for that Phase** (as updated and amended from time to time by the Company). Any updates or amendments made to **a CaP** by the Company must be submitted, in writing, by the Company to the Scottish Ministers for their written approval. The CaP **for each Phase** must include the following:

- a. Details of the location and cable laying techniques for the inter array cables;
- b. The results of survey work (including geophysical, geotechnical and benthic surveys) which will help inform cable routing;
- c. Technical specification of inter array cables, including a desk based assessment of attenuation of electro-magnetic field strengths and shielding;
- d. A burial risk assessment to ascertain burial depths and where necessary alternative protection measures;
- e. Methodologies for surveys (e.g. over trawl) of the inter array cables through the operational life of the wind farm where mechanical protection of cables laid on the sea bed is deployed; and
- f. Methodologies for inter array cable inspection with measures to address and report to the Scottish Ministers any exposure of inter array cables.

Reason: To ensure all environmental and navigational issues are considered for the location and construction of the inter array cables.

19. The Company must, no later than 6 months prior to the Commencement of **any Phase of** the Development, submit a Lighting and Marking Plan (“LMP”), in writing, to the Scottish Ministers for their written approval **for that Phase**. Such approval may only be granted following consultation by the Scottish Ministers with MCA, NLB, CAA, MOD and any such other advisors or organisations as may be required at the discretion of the Scottish Ministers. The LMP **for each Phase** must provide that **each Phase of** the Development be lit and marked in accordance with the current CAA and MOD aviation lighting policy and guidance that is in place as at the date of the Scottish Ministers approval of the LMP, or any such other documents that may supersede said guidance prior to the approval of the LMP. The LMP must also detail the navigational lighting requirements detailed in IALA Recommendation O-139 or any other documents that may supersede said guidance prior to approval of the LMP. The Company must provide the LMP **for each Phase**, for information only, to the Planning Authorities, the JNCC, SNH and any other bodies as may be required at the discretion of the Scottish Ministers. **Each Phase of the** Development must, at all times, be constructed and operated in accordance with the approved LMP **for that Phase** (as updated and amended from time to time by the Company). Any updates or amendments made to **a** LMP by the Company must be



submitted, in writing, by the Company to the Scottish Ministers for their written approval. Reason: To ensure safe marking and lighting of the offshore generating station.

20. The Company must, prior to the erection of any WTGs on **any Phase of** the Site, submit an Air Traffic Control Radar Mitigation Scheme (“ATC Scheme”), in writing, to the Scottish Ministers for their written approval **for that Phase**. Such approval may only be granted following consultation by the Scottish Ministers with the MOD.

The ATC Scheme is a scheme designed to mitigate the impact of the Development upon the operation of the Primary Surveillance Radar at RAF Leuchars (“the Radar”) and the air traffic control operations of the MOD which is reliant upon the Radar. The ATC Scheme **for each Phase** shall set out the appropriate measures to be implemented to mitigate the impact of **that Phase of** the Development on the Radar and shall be in place for the operational life of the Development provided the Radar remains in operation.

No turbines shall become operational **for any Phase** unless and until all those measures required by the approved ATC Scheme **for that Phase** to be implemented prior to the operation of the turbines have been implemented and the Scottish Ministers have confirmed this in writing. **Each Phase of the** Development shall thereafter be operated fully in accordance with the approved ATC Scheme **for that Phase**. Reason: To mitigate the adverse impacts of the Development on the air traffic control radar at RAF Leuchars and the operations of the MOD.

21. The Company must ensure that no part of any turbine **for any Phase** shall be erected above sea level within radar line of sight of the air defence radar at Remote Radar Head (RRH) Buchan unless and until an Air Defence Radar Mitigation Scheme (“the ADRM scheme”) **for that Phase** has been submitted to and approved in writing by the Scottish Ministers in consultation with the MOD. For the purposes of this condition, the ADRM Scheme means a detailed scheme to mitigate the adverse impacts of the Development on the air defence radar at RRH Buchan and the air surveillance and control operations of the MOD. The scheme will set out the appropriate measures to be implemented to that end. No turbines **forming part of a Phase** shall become operational until:

- a. the mitigation measures which the approved ADRM Scheme **for that Phase** requiring to be implemented prior to the operation of the turbines have been implemented; and
- b. any performance criteria specified in the approved ADRM Scheme **for that Phase** and which the approved ADRM Scheme **for that Phase** requires to have been satisfied prior to the operation of the turbines have been satisfied.

The Company shall thereafter comply with all other obligations contained within the approved ADRM Scheme **for any Phase** for the duration of the operation of **that Phase of** the Development. Reason: To mitigate the adverse impact of the Development on air defence radar at Remote Radar Head (RRH) Buchan.

22. The Company must ensure that no part of any turbine **for any Phase** shall be erected above sea level within radar line of sight of the air defence radar at Remote Radar Head (“RRH”) Brizlee Wood unless and until an Air Defence Radar Mitigation Scheme (“the ADRM scheme”) **for that Phase** has been submitted to and approved in writing by the Scottish Ministers in consultation with the MOD. For the purposes of this condition, the ADRM Scheme **for each Phase** means a detailed scheme to mitigate the adverse impacts of **that Phase of** the Development on the air defence radar at RRH Brizlee Wood and the air surveillance and control operations of the MOD. The scheme will set out

the appropriate measures to be implemented to that end. No turbines **for any Phase** shall become operational until:

- a. the mitigation measures which the approved ADRM Scheme **for that Phase** requires to be implemented prior to the operation of the turbines have been implemented; and
- b. any performance criteria specified in the approved ADRM Scheme **for that Phase** and which the approved ADRM Scheme **for that Phase** requires to have been satisfied prior to the operation of the turbines have been satisfied.

The Company shall thereafter comply with all other obligations contained within the approved ADRM Scheme for the duration of the operation of **each Phase of** the Development. Reason: To mitigate the adverse impact of the development on air defence radar at Remote Radar Head (RRH) Brizlee Wood.

23. The Company must ensure that no turbine **forming part of a Phase** shall be erected until a Primary Radar Mitigation Scheme ("PRMS") **for that Phase** agreed with the Operator has been submitted to and approved in writing by the Scottish Ministers in order to mitigate the impact of **that Phase of** the Development on the Primary Radar Installation at Perwinnes and associated air traffic management operations. No blades shall be fitted to any turbine **forming part of a Phase** unless and until the approved Primary Radar Mitigation Scheme **for that Phase** has been implemented and the development shall thereafter be operated fully in accordance with such approved Scheme **for that Phase**. Reason: To mitigate the adverse impact of the development on air traffic operations.

24. The Company must, prior to the Commencement of **any Phase of** the Development, and following confirmation of the approved DSLP by the Scottish Ministers (refer to condition 12), provide the **following for each Phase of the Development: (a)** positions and maximum heights of the WTGs; **(b)** construction equipment over 150 m (measured above LAT); **and (c)** any Offshore Sub-Station Platforms to the United Kingdom Hydrographic Office ("UKHO") for aviation and nautical charting purposes. The Company must, within 1 month of the Final Commissioning of the Development, provide co-ordinates accurate to three decimal places of minutes of arc for each WTG position and maximum heights of the WTGs to the UKHO for aviation and nautical charting purposes. Reason: For aviation and navigational safety.

25. The Company must, at least 6 months prior to the Commencement of **any Phase of** the Development submit a Traffic and Transportation Plan ("TTP") in writing, to the Scottish Ministers for their written approval **for that Phase**. Such approval may only be granted following consultation by the Scottish Ministers with Transport Scotland and any such other advisors as may be required at the discretion of the Scottish Ministers. The TTP **for each Phase** must set out a mitigation strategy for the impact of road based traffic and transportation associated with the construction of the Development. **Each Phase of the** Development must be constructed and operated in accordance with the approved TTP **for that Phase** (as updated and amended from time to time, following written approval from the Scottish Ministers). Reason: To maintain the free flow and safety of the Trunk Road network.

26. The Company must, no later than 6 months prior to the Commencement of **any Phase of** the Development, submit a Project Environmental Monitoring Programme ("PEMP"), in writing, to the Scottish Ministers for their written approval **for that Phase**. Such approval may only be granted following consultation by the Scottish Ministers with the JNCC, SNH, RSPB Scotland, WDC, ASFB and any other ecological advisors or organisations as required at the discretion of the Scottish Ministers.



The PEMP for each Phase must be in accordance with the Application as it relates to environmental monitoring.

The PEMP must set out measures by which the Company must monitor the environmental impacts of that Phase of the Development. Monitoring is required throughout the lifespan of the Development where this is deemed necessary by the Scottish Ministers. Lifespan in this context includes pre-construction, construction, operational and decommissioning phases.

Monitoring must be done in such a way so as to ensure that the data which is collected allows useful and valid comparisons between different phases of the Development. Monitoring may also serve the purpose of verifying key predictions in the Application. In the event that further potential adverse environmental effects are identified, for which no predictions were made in the Application, the Scottish Ministers may require the Company to undertake additional monitoring.

The Scottish Ministers may agree that monitoring may be reduced or ceased before the end of the lifespan of the Development.

The PEMP must cover, but not be limited to the following matters:

a. Pre-construction, construction (if considered appropriate by the Scottish Ministers) and post-construction monitoring surveys for:

1. Birds;
2. Sandeels;
3. Marine fish;
4. Diadromous fish;
5. Benthic communities; and
6. Seabed scour and local sediment deposition.

b. The participation by the Company in surveys to be carried out in relation to marine mammals as set out in the Marine Mammal Monitoring Programme (“MMMP”); and

c. The participation by the Company in a National Strategic Bird Monitoring Framework (“NSBMF”) and surveys to be carried out in relation to regional and / or strategic bird monitoring including but not necessarily limited to:

1. the avoidance behaviour of breeding seabirds around turbines;
2. flight height distributions of seabirds at wind farm sites;
3. displacement of kittiwake, puffin and other auks from wind farm sites; and
4. effects on survival and productivity at relevant breeding colonies

All initial methodologies for the above monitoring must be approved for each Phase, in writing, by the Scottish Ministers and, where appropriate, in consultation with the Forth and Tay Regional Advisory Group (“FTRAG”) referred to in condition 27 of this consent. Any pre-consent surveys carried out by the Company to address any of the above species may be used in part to discharge this condition for each Phase subject to the written approval by the Scottish Ministers.

The PEMP is a live document and must be regularly reviewed by the Scottish Ministers, at timescales to be determined by the Scottish Ministers, in consultation with the FTRAG to identify the appropriateness of on-going monitoring. Following such reviews, the Scottish Ministers may, in consultation with the FTRAG, require the Company to amend the PEMP for any Phase and submit such an amended PEMP for that Phase, in writing, to the Scottish Ministers, for their written approval. Such approval may only be granted following consultation with FTRAG and any other ecological, or such other advisors as may be required at the discretion of the Scottish Ministers. The PEMP for each Phase, as amended from time to time, must be fully implemented by the Company at all times.

The Company must submit written reports and associated raw data of such monitoring surveys to the Scottish Ministers at timescales to be determined by the Scottish Ministers in consultation with the FTRAG. Subject to any legal restrictions regarding the treatment of the information, the results are to be made publicly available by the Scottish Ministers, or by such other party appointed at their discretion. Reason: To ensure that appropriate and effective monitoring of the impacts of the Development is undertaken.

27. The Company must participate in any Forth and Tay Regional Advisory Group (“FTRAG”) established by the Scottish Ministers for the purpose of advising the Scottish Ministers on research, monitoring and mitigation programmes for, but not limited to, ornithology, diadromous fish, marine mammals and commercial fish. Should a Scottish Strategic Marine Environment Group (“SSMEG”) be established (refer to condition 28), the responsibilities and obligations being delivered by the FTRAG will be subsumed by the SSMEG at a timescale to be determined by the Scottish Ministers. Reason: To ensure effective environmental monitoring and mitigation is undertaken at a regional scale.

28. The Company must participate in any Scottish Strategic Marine Environment Group (“SSMEG”) established by the Scottish Ministers for the purposes of advising the Scottish Ministers on research, monitoring and mitigation programmes for, but not limited to, ornithology, diadromous fish, marine mammals and commercial fish. Reason: To ensure effective environmental monitoring and mitigation is undertaken at a National scale.

29. Prior to the Commencement of any Phase of the Development, the Company must at its own expense, and with the approval of the Scottish Ministers in consultation with the JNCC and SNH, appoint an Ecological Clerk of Works (“ECoW”) for that Phase. The ECoW for any Phase must be appointed in time to review and approve the final draft version of the first plan or programme submitted under this consent to the Scottish Ministers for approval, until the Final Commissioning of the Development. The responsibilities of the ECoW must include, but not be limited to:

- a. Quality assurance of final draft version of all plans and programmes required under this consent;
- b. Provide advice to the Company on compliance with consent conditions, including the conditions relating to the CMS, the EMP, the PEMP, the PS (if required), the CaP and the VMP;
- c. Monitor compliance with the CMS, the EMP, the PEMP, the PS (if required), the CaP and the VMP;
- d. Provide reports on point c) above to the Scottish Ministers at timescales to be determined by the Scottish Ministers; and
- e. Inducting site personnel on site / works environmental policy and procedures.

Reason: To ensure that appropriate and effective monitoring of the impacts of the Development is undertaken.

30. The Company must, to the satisfaction of the Scottish Ministers, participate in the monitoring requirements as laid out in the 'National Research and Monitoring Strategy for Diadromous Fish' so far as they apply at a local level. The extent and nature of the Company's participation is to be agreed by the Scottish Ministers in consultation with the FTRAG. Reason: To ensure effective monitoring of the effects on migratory fish at a local level.

31. The Company must, no later than 6 months prior to the Commencement of any Phase of the Development, submit a Commercial Fisheries Mitigation Strategy ("CFMS"), in writing, to the Scottish Ministers for their written approval for that Phase. The Company must remain a member of the Forth and Tay Offshore Wind Developers Group-

Commercial Fisheries Working Group or any successor group formed to facilitate commercial fisheries dialogue in the Forth and Tay regions. For each Phase, the Company must include in the CFMS a mitigation strategy for each commercial fishery that Ministers are reasonably satisfied would be adversely affected by that Phase of the Development. The CFMS for each Phase must, in particular, include mitigation measures for lobster stock enhancement if the Scottish Ministers are satisfied that such mitigation measures are reasonably necessary. The Company must implement all mitigation measures committed to be carried out by the Company within the terms of the CFMS. The Company must require all of its contractors, and sub-contractors, to co-operate with the fishing industry to ensure the effective implementation of the CFMS for any Phase. Reason: To mitigate the impact on commercial fishermen.

32. Prior to the Commencement of any Phase of the Development, a Fisheries Liaison Officer ("FLO"), approved in writing by Scottish Ministers, in consultation with the FTOWDG-CFWG, must be appointed for that Phase by the Company for the period from Commencement of that Phase of the Development until the Final Commissioning of the Development. The Company must notify the Scottish Ministers of the identity and credentials of the FLO before Commencement of that Phase of the Development by including such details in the EMP (referred to in condition 14). The FLO must establish and maintain effective communications between the Company, any contractors or sub-contractors, fishermen and other users of the sea during the construction of that Phase of the Development, and ensure compliance with best practice guidelines whilst doing so. The responsibilities of the FLO must include, but not be limited to:

- a. Establishing and maintaining effective communications between the Company, any contractors or sub-contractors, fishermen and other users of the sea concerning the overall project and any amendments to the CMS and site environmental procedures;
- b. Provision of information relating to the safe operation of fishing activity on the site of that Phase of the Development; and
- c. Ensuring that information is made available and circulated in a timely manner to minimise interference with fishing operations and other users of the sea.

Reason: To mitigate the impact on commercial fishermen.

33. The Company must, no later than 6 months prior to the Commencement of any Phase of the Development, submit a Marine Archaeology Reporting Protocol which sets out what the Company must do for that Phase on discovering any marine archaeology during the construction, operation, maintenance and monitoring of that Phase of the Development, in writing, to the Scottish Ministers

for their written approval. Such approval may be given only following consultation by the Scottish Ministers with any such advisors as may be required at the discretion of the Scottish Ministers. The Reporting Protocol must be implemented in full, at all times, by the Company. Reason: To ensure any discovery of archaeological interest is properly and correctly reported.

34. In the event that the Company intends to carry out the Development in phases, the Company will notify the Scottish Ministers in writing if it intends to discharge conditions separately for Phase 1 and Phase 1A meaning that conditions 2, 9, 10, 11, 12, 23, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 29, 31, 32 and 33 may be discharged for Phase 1 and Phase 1A separately and, where relevant, any approval which would otherwise be required prior to Commencement of the Development shall instead be required prior to commencement of the Construction of that Phase of the Development.

### Annex 3

#### DEFINITIONS AND GLOSSARY OF TERMS

In this decision letter and in Annex 1 and 2:

“the Application” includes the Application letter and Environmental Statement submitted to the Scottish Ministers by Seagreen Wind Energy Limited, on behalf of Seagreen Alpha Wind Energy Limited and Seagreen Bravo Wind Energy Limited, on 15th October 2012; the Supplementary Environmental information Statement submitted to the Scottish Ministers by Seagreen Wind Energy Limited on the 18th October 2013; and the SEIS Erratum submitted to the Scottish Ministers by Seagreen Wind Energy Limited on the 11th March 2014.

“AA” means Appropriate Assessment.

“CAPEX” means Capital Expenditure.

“Commencement of the Development” means the date on which Construction begins on the site of either Phase of the Development in accordance with this consent.

“Commencement of a Phase of the Development” means the date on which Construction begins on the site of a Phase of the Development in accordance with this consent.

“Commissioning of the First WTG” means the date on which the first wind turbine generator forming the Development has supplied electricity on a commercial basis to the National Grid.

“Construction” means as defined at section 64(1) of the Electricity Act 1989, read with section 104 of the Energy Act 2004.

“Danger Area” means the seaward extent of MOD Danger Area D604 into which military firing practise at Barry Buddon Range is conducted.

“Decommissioning Programme” means the programme for decommissioning the relevant object, to be submitted by the Company to the Secretary of State under section 105(2) of the Energy Act 2004 (as amended).

“Design Envelope”, also referred to as Rochdale Envelope, is an approach to consenting and environmental impact, named after a UK planning law case, which allows a project description to be broadly defined, within a number of agreed parameters, for the purposes of a consent application.

“ECoW” means Ecological Clerk of Works.

“EIA” means Environmental Impact Assessment.

“EMF” means Electromagnetic Fields.

“EPS” means European Protected Species.

“ERCoP” means Emergency Response & Cooperation Plan.

“ES” means the Environmental Statement submitted to the Scottish Ministers by the Seagreen Wind Energy Limited on 15th October 2012 as part of the Application as defined above.

“EU” means European Union.

“FFZ” means Firth of Forth Zone.

“Final Commissioning of the Development” means the date on which all wind turbine generators forming the Development have supplied electricity on a commercial basis to the National Grid, or such earlier date as the Scottish Ministers deem the Development to be complete.

“FLO” means a Fisheries Liaison Officer.

“GIS” means Geographic Information System.

“GVA” means Gross Value Added and represents a measure of the contribution to the economy of each individual producer, industry or sector in the United Kingdom.

“GW” means gigawatt.

“HRA” means Habitats Regulations Appraisal.

“IALA Recommendation O-139” means the International Association of Marine Aids to Navigation and Lighthouse Authorities Recommendation O-139 On The Marking of Man Made Offshore Structures.

“LAT” means Lowest Astronomical Tide.

“LSE” means Likely Significant Effect.

“MGN371” means Marine Guidance Note 371 and refers to the Maritime and Coastguard Agency Marine Guidance Note 371 Offshore Renewable Energy installations (OREI’s) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues.

“MHWS” means Mean High Water Springs.

“MLWS” means Mean Low Water Springs.

“MPA” means Marine Protected Area.

“MW” means megawatt. “nm” means nautical miles.

“NSBMF” means National Strategic Bird Monitoring Framework.

“O&M” means operation and maintenance.

“Operator” means NERL (En Route) plc, incorporated under the Companies Act (4129273) whose registered office is 4000 Parkway, Whiteley, Fareham, Hants PO15 7FL or such other organisation licensed from time to time under sections 5 and 6 of the Transport Act 2000 to provide air traffic services to the relevant managed area (within the meaning of section 40 of that Act).

“the Planning Authorities” means Angus Council, Fife Council and East Lothian Council.

“PMF” means Priority Marine Feature.

“SAC” means Special Area of Conservation.

“Scottish marine area” has the meaning given in section 1 of the Marine (Scotland) Act 2010.

“Scottish offshore region” has the meaning given in section 322 of the Marine and Coastal Access Act 2009 (as amended).

“SEA” means Strategic Environmental Assessment.

“SEIS” means Supplementary Environmental information Statement” and refers to the covering letter and report, submitted to the Scottish Ministers by Seagreen Wind Energy Limited on the 18th October 2013.

“Soft start piling” means the gradual increase of piling power, incrementally over a set time period, until full operational power is achieved.

“SPA” means Special Protection Area.

“SPP” means Scottish Planning Policy.

“SSMEG” means Scottish Strategic Marine Environment Group. A group yet to be formed, responsible for overseeing monitoring and mitigation on a National scale, set up by the Scottish Ministers.

“STA” means Seagreen Transmission Asset.

“the Company” means Seagreen Alpha Wind Energy Limited, 55 Vastern Road, Reading, Berkshire, RG1 8BU. Company Number: 07185533.

“the Development” means the Seagreen Alpha Wind Farm in the Firth of Forth Zone.

“the Erratum” means the SEIS Erratum submitted to the Scottish Ministers by Seagreen Wind Energy Limited on the 11th March 2014 as a result of comments received by Repsol, the company developing the Inch Cape Offshore Wind farm.

“Phase” means either Phase 1 or Phase 1A.

“Phase 1” means the construction of the wind turbine generators comprised in Phase 1, as described in Annex 1 .

“Phase 1A” means the construction of the wind turbine generators comprised in Phase 1A, as described in Annex 1.

“the Proposal” means the proposed Seagreen Phase 1 Project, consisting of all two wind farms: Seagreen Alpha Offshore Wind Farm and Seagreen Bravo Offshore Wind Farm.

“the Radar” means the Primary Surveillance Radar at RAF Leuchars.

“the Site” means the area shaded in red in Annex 1, Inset A of Figure 1.

“the Zone” means Firth of Forth Round 3 Zone 2 leasing agreements in the UK Renewable Energy Zone.

“UK” means United Kingdom.

“Variation Application” means the application submitted by the Company on [ insert date].

“WGS84” means the World Geodetic System 1984.

“WTG” means wind turbine generator.

“ZAP” means Zone Appraisal and Planning.

“ZDA” means Zone Development Agreement.

Organisations

“AIA” means Aberdeen International Airport.

“AC” means Angus Council.

“AMSGA” means Arbroath and Montrose Static Gear Association.

“ASFB” means The Association of Salmon Fishery Boards.

“CAA” means The Civil Aviation Authority.

“CFWG” means Commercial Fisheries Working Group a Working group part of FTOWDG.

“CGLMC” means Carnoustie Golf Links Management Committee.

“CoS” means The Chamber of Shipping.

“FC” means Fife Council.

“FMA” means the Fishermen’s Mutual Association (Pittenweem) Ltd

“FTOWDG” means The Forth and Tay Offshore Wind Developers Group A group formed, and set up, to develop the Commercial Fisheries Mitigation Strategy, and as forum to facilitate on-going dialogue with the commercial fishing industry.

“FTRAG” means Forth and Tay Regional Advisory Group.

“IALA” means International Association of Marine Aids to Navigation and Lighthouse Authorities.

“ICOL” means Inch Cape Offshore Limited.

“JNCC” means The Joint Nature Conservation Committee.

“MCA” means The Maritime and Coastguard Agency.

“MMO” means Marine Management Organisation.

“MOD” means Ministry of Defence.

“MS-LOT” means Marine Scotland Licensing Operations Team.

“MSS” means Marine Scotland Science.

“NATS” means National Air Traffic Service.

“NLB” means The Northern Lighthouse Board.

“NNGOWL” means Neart na Gaoithe Offshore Wind Limited.

“Repsol” means Repsol Nuevas Energias UK Limited.

“RSPB Scotland” means The Royal Society for the Protection of Birds Scotland.

“RYA Scotland” means Royal Yachting Association Scotland.

“SAS” means Surfers Against Sewage.

“SAWEL” means Seagreen Alpha Wind Energy Limited.

“SBWEL” means Seagreen Bravo Wind Energy Limited.

“SEPA” means The Scottish Environment Protection Agency.



“SFF” means The Scottish Fisherman’s Federation.

“SG” means The Scottish Government.

“SMRU” means Sea Mammal Research Unit.

“SNH” means Scottish Natural Heritage (now NatureScot).

“SWEL” means Seagreen Wind Energy Limited.

“TCE” means The Crown Estate.

“UKHO” means United Kingdom Hydrographic Office.

“UNECE” means United Nations Economic Commission for Europe.

“WDC” means Whale and Dolphin Conservation. Plans, Programmes and Statements “ADRM scheme” means Air Defence Radar Mitigation Scheme

“ATC Scheme” means Air Traffic Control Radar Mitigation Scheme. A detailed scheme to mitigate the adverse impacts of the Development on the air traffic control radar at RAF Leuchars and the air surveillance and control operations of the Ministry of Defence. The scheme will set out the appropriate measures to be implemented to that end.

“CaP” means Cable Plan.

“CFMS” means Commercial Fisheries Mitigation Strategy - the final document produced from consultation between Seagreen Wind Energy Limited and the Forth & Tay Offshore Wind Developers Group - Commercial Fisheries Working Group (“FTOWDG-CFWG”).

“CMS” means Construction Method Statement.

“CoP” means Construction Programme.

“DS” means Design Statement.

“DSL P” means Development Specification and Layout Plan.

“EMP” means Environmental Management Plan.

“LMP” means Lighting and Marking Plan.

“MMMP” means Marine Mammal Monitoring Programme which is a programme to be put in place by the licensee to monitor the effects of the Seagreen Alpha Offshore Limited wind farm on marine mammals in co-ordination (through the Forth and Tay Regional Advisory Group (“FTRAG”)) with other MMMPs to be developed by other Forth and Tay projects, as required by the Licensing Authority.

“NPF2” means Scotland’s National Planning Framework 2.

“NPF3” means Scotland’s National Planning Framework 3.

“NREAP” means UK Government’s National Renewable Energy Action Plan.

“NSP” means Navigational Safety Plan.

“OMP” means Operation and Maintenance Programme.

“PEMP” means Project Environmental Monitoring Programme.

"Primary Radar Mitigation Scheme" or "Scheme" means a detailed scheme agreed with the Operator which sets out the measures to be taken to mitigate at all times the impact of the development on the PERWINNES primary radar and air traffic management operations of the Operator.

“PRMS” means Primary Radar Mitigation Scheme.

“PS” means Piling Strategy.

“RRH” means Remote Radar Head and it may refer to Air Defence Radar at RRH Buchan or to the Air Defence Radar at RRH Brizlee Wood.

“the Strategy” means “National Research and Monitoring Strategy for Diadromous Fish” and refers to a strategy that will be formulated from the Marine Scotland Science Report 05/13 – “The Scope of Research Requirements for Atlantic Salmon, Sea Trout and European Eel in the Context of Offshore Renewables” to monitor migratory fish at a strategic level.

“TTP” means Traffic and Transportation Plan

“VMP” means Vessel Management Plan.

#### Legislation

“Wild Birds Directive” means Council Directive 79/409/EEC of 2nd April 1979 on the conservation of wild birds, as amended and as codified by Directive 2009/147/EC of the European Parliament and of the Council of 30th November 2009.

“the Electricity Act” means the Electricity Act 1989 (as amended).

“Habitats Directive” means Council Directive 92/43/EEC of 21st May 1992 on the conservation of natural habitats and wild fauna and flora (as amended).

“the Habitats Regulations” means the Conservation (Natural Habitats, & c.) Regulations 1994 (as amended) and the Offshore Marine Conservation (Natural Habitats, & c.) Regulations 2007 (as amended).

“the 1990 Regulations” means the Electricity (Applications for Consent) Regulations 1990 (as amended).

“the 1994 Regulations” means the Conservation (Natural Habitats, & c.) Regulations 1994 (as amended).

“the 1999 Order” means The Scotland Act 1998 (Transfer of Functions to the Scottish Ministers etc.) Order 1999.

“the 2000 Regulations” means the Electricity Works (Environmental Impact Assessment) (Scotland) Regulations 2000 (as amended).

“the 2007 Regulations” means the Offshore Marine Conservation (Natural Habitats, & c.) Regulations 2007 (as amended).

“the 2009 Act” means Marine and Coastal Access Act 2009 (as amended).

“the 2010 Act” means Marine (Scotland) Act 2010.

“SPG” means the Fife Council’s Supplementary Planning Guidance (SPG) on Wind Energy 2011 which supplements the local plan policies.

“the Statement” means The UK Marine Policy Statement 2011.

“TAYplan SDP” means the TAYplan Strategic Development Plan.