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 MAY 17 1977

Docket No. SW 50-432

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Gentlemen:

SUBJECT: ISSUANCE OF CONSTRUCTION PERMIT FOR WOLF CREEK GENERATING STATION,
 UNIT NO. 1

Pursuant to the Partial Initial Decision dated January 18, 1977, and the Initial Decision dated May 11, 1977, by the Atomic Safety and Licensing Board, the Nuclear Regulatory Commission has issued Construction Permit No. CPPR-147 to the Kansas Gas and Electric Company and Kansas City Power and Light Company. This permit authorizes the construction of Wolf Creek Generating Station, Unit 1, a pressurized water reactor to be located in Coffey County, Kansas.

A copy of Construction Permit No. CPPR-147 and a related notice, which has been forwarded to the Office of the Federal Register for publication, are enclosed.

Sincerely,

15/

Olan D. Parr, Chief
 Light Water Reactors
 Branch No. 3
 Division of Project Management

Enclosures:

- Construction Permit No. CPPR-147
- Federal Register Notice

cc w/enclosures:
 See page 2

EP-2 WRegan 5/16/77
 Moore 5/16/77
 AIG AToalston 5/16/77
 DSE HDenton 5/16/77

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DATE →	5/16/77	5/17/77	5/17/77	5/17/77	5/ /77	5/17/77

MAY 17 1977

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KANSAS GAS AND ELECTRIC COMPANY
KANSAS CITY POWER AND LIGHT COMPANY
DOCKET NO. STN 50-482
WOLF CREEK GENERATING STATION, UNIT 1
CONSTRUCTION PERMIT

Construction Permit No. CFPB-147

1. The Nuclear Regulatory Commission (the Commission) having found that:

- A. The application for construction permit complies with the requirements of the Atomic Energy Act of 1954, as amended, and the rules and regulations of the Commission, there is reasonable assurance that the activities authorized by the permit will be conducted in compliance with the rules and regulations of the Commission, and all required notifications to other agencies or bodies have been duly made;
- B. The Kansas Gas and Electric Company and Kansas City Power and Light Company (Applicants) have described the proposed design of the Wolf Creek Generating Station, Unit No. 1 (the facility), including, but not limited to, the principal architectural and engineering criteria for the design and have identified the major features or components incorporated therein for the protection of the health and safety of the public;
- C. Such further technical or design information as may be required to complete the safety analysis, and which can reasonably be left for later consideration, will be supplied in the Final Safety Analysis Report;
- D. Safety features or components, if any, which require research and development have been described by the Applicants and the Applicants have identified, and there will be conducted, a research and development program reasonably designed to resolve any safety questions associated with such features or components;
- E. On the basis of the foregoing, there is reasonable assurance that (i) such safety questions will be satisfactorily resolved at or before the latest date stated in the application for completion of construction of the proposed facility and (ii) taking into consideration the site criteria contained in 10 CFR Part 100, the proposed facility can be constructed and operated at the proposed location without undue risk to the health and safety of the public;

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- F. Kansas Gas and Electric Company is technically qualified to design and construct the proposed facility;
 - G. The Applicants are financially qualified to design and construct the proposed facility;
 - H. The issuance of a permit for the construction of the facility will not be inimical to the common defense and security or to the health and safety of the public; and
 - I. After weighing the environmental, economic, technical and other benefits of the facility against environmental and other costs and considering available alternatives, the issuance of a construction permit subject to the conditions for protection of the environment set forth herein is in accordance with 10 CFR Part 51 of the Commission's regulations and all applicable requirements have been satisfied.
2. Pursuant to Section 103 of the Atomic Energy Act of 1954, as amended (the Act), and Title 10, Chapter 1, Code of Federal Regulations, Part 50, "Licensing of Production of Utilization Facilities," and pursuant to the Partial Initial Decision and the Initial Decision of the Atomic Safety and Licensing Board, dated January 18, 1977 and May 11, 1977, respectively, the Commission hereby issues a construction permit to the Applicants for a utilization facility designed to operate at a core power level of 3411 megawatts thermal as described in the application and amendments thereto (the application) filed in this matter by the Applicants and as more fully described in the evidence received at the public hearing upon that application. The facility, known as the Wolf Creek Generating Station Unit No. 1, will be located on the Applicants' site in Coffey County, Kansas.
3. This permit shall be deemed to contain and be subject to the conditions specified in Sections 50.54 and 50.55, of said regulations, is subject to all applicable provisions of the Act, and rules, regulations, and orders of the Commission now or hereafter in effect; and is subject to the conditions specified or incorporated below:
- A. The earliest date for the completion of the facility is March 1, 1982, and the latest date for completion is March 1, 1984.
 - B. The facility shall be constructed and located at the site as described in the application, in Coffey County, Kansas.

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- C. This construction permit authorizes the Applicants to construct the facility described in the application and the hearing record, in accordance with the principal architectural and engineering criteria and commitments set forth therein.
- D. In accordance with the requirement imposed by the October 8, 1976, order of the United States Court of Appeals for the District of Columbia Circuit in Natural Resources Defense Council vs. Nuclear Regulatory Commission, No. 74-1585 and 74-1586 (cert. granted sub nom Vermont Yankee Nuclear Power Corp. vs. Natural Resources Defense Council, 45 U.S.L.W. 3570, February 22, 1977) that the Nuclear Regulatory Commission "shall make any licenses granted between July 21, 1976 and such time when the mandate is issued subject to the outcome of the proceedings herein," the construction permit issued herein shall be subject to the outcome of such proceedings.
- E. This permit is subject to the antitrust conditions contained in Appendices A & B attached hereto, which are hereby incorporated in this permit.
- F. This permit is subject to the following conditions for the protection of the environment:

- (1) The Applicants shall take the necessary mitigating actions, including those summarized in Section 4.5 of the Final Environmental Statement, during construction of the facility and associated transmission lines to avoid unnecessary adverse environmental impacts from construction activities, with the exception that total suspended solids (TSS) will be monitored as follows:

"Sufficient sediment control measures must be implemented such that TSS concentrations in Wolf Creek at a point approximately 0.5 miles downstream of the proposed main dam (sampling station #3) remain as low as practicable, but not to exceed a maximum of 200 milligrams per liter above pre-construction ambient levels for all flow conditions up to and including the mean annual flood for station #3 of 2250 cubic feet per second.

This will require an intensive preconstruction monitoring program in which TSS and rate of flow must be monitored under all conditions at aquatic sampling stations #2 and #3. Using this data, graphs or tables shall be constructed correlating flow

with TSS at each station over a wide range of flows.

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During construction, ambient TSS concentrations shall be determined by comparison of flow rate at station #3 to flow rate - TSS combinations in the table or graphs developed from the pre-construction monitoring program.

In the event that land use practices in the upper watershed beyond the site boundary result in greater TSS concentrations at station #2 than before construction for similar flows, then the allowable concentrations at station #3 may be adjusted by the addition of the difference between pre-construction and construction concentrations for station #2 to the calculated allowable TSS concentrations at station #3.

Runoff resulting from activities associated with the construction of the power block must meet the Environmental Protection Agency TSS limitation of 50 milligrams per liter (40 CFR Part 423.40 et seq.)."

- (2) In addition to the preoperational monitoring programs described in Section 6.1 of the Environmental Report, with amendments, the Staff recommendations included in Section 6.1 of the Final Environmental Statement shall be followed. The recommendations include the six numbered items in Section 6.1.3.1 of the Final Environmental Statement and the additions and corrections of deficiencies in the present monitoring program set forth in the third through sixth paragraphs of Section 6.1.3.2 of the Final Environmental Statement.
- (3) The Applicants shall establish a control program which shall include written procedures and instructions to control all construction activities and shall provide for periodic management audits to determine the adequacy of implementation of environmental conditions. The Applicants shall maintain sufficient records to furnish evidence of compliance with all the environmental conditions.
- (4) Before engaging in a construction activity not evaluated by the Commission, the Applicants shall prepare and record an environmental evaluation of such activity. When the evaluation indicates that such activity may result in a significant adverse environmental impact that was not evaluated or that is significantly greater than that evaluated in the Final Environmental Statement, the Applicants shall provide a written evaluation of such activities and obtain prior approval of the Director of Nuclear Reactor Regulation for the activities.

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- (5) If unexpected harmful effects or evidence of irreversible damage are detected during facility construction, the Applicants shall provide to the staff an acceptable analysis of the problem and a plan of action to eliminate or significantly reduce the harmful effects or damage.
 - (6) The Applicants shall adhere to their plan for selective basal application of herbicides, thereby prohibiting broadcast application from aircraft or ground rigs which might result in serious impact upon nontarget areas.
 - (7) The Applicants shall undertake a feasibility study to explore the possible benefits associated with public access and use of the cooling lake. The completed study shall be contained in the application for an operating license.
4. This permit is subject to the limitation that a license authorizing operation of the facility will not be issued by the Commission unless (a) the Applicants submit to the Commission the complete Final Safety Analysis Report, portions of which may be submitted and evaluated from time to time; (b) the Commission finds that the final design provides reasonable assurance that the health and safety of the public will not be endangered by the operation of the facility in accordance with procedures approved by it in connection with the issuance of said license; (c) the Commission finds that operation of the facility will be in accordance with 10 CFR Part 51 of the Commission's regulations and all applicable requirements are satisfied; and (d) the Applicants submit proof of financial protection and execute an indemnity agreement as required by Section 170 of the Act.
5. This permit is effective as of its date of issuance and shall expire on the latest completion date indicated in paragraph 3.A above.

FOR THE NUCLEAR REGULATORY COMMISSION

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Roger S. Boyd, Director
Division of Project Management
Office of Nuclear Reactor Regulation

Date of Issuance: MAY 17 1977

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SURNAME	MRushbrook/ E. Hertz	S.H. Lewis	OParr	DVassallo	RBoyd	
DATE	5/13/77	5/17/77	5/17/77	5/17/77	5/17/77	

APPENDIX A

WOLF CREEK, UNIT 1

ANTITRUST CONDITIONS FOR
KANSAS GAS AND ELECTRIC COMPANY

1. As used herein:

(a) "Licensee" means Kansas Gas and Electric Company.

(b) "Licensee's Service Area" means those counties located in whole or in part within the area certificated to Licensee by the appropriate state regulatory commission.

(c) "Bulk Power" means the electric power, and any attendant energy, supplied or made available at transmission or subtransmission voltage by one entity to another.

(d) "Emergency support" is capacity and energy as available from one system, and as needed by another system to replace capacity and energy made unavailable due to forced outages of generating equipment or transmission facilities.

(e) "Maintenance support" is capacity and energy planned by one system to be made available to another system to replace capacity and energy made unavailable due to maintenance of generating equipment or transmission facilities.

(f) "Entity" means a financially responsible private or public corporation, governmental agency or authority, municipality, cooperative, or lawful association of any of the foregoing, owning, contractually controlling, or operating, or in good faith proposing to own, contractually control, or operate, facilities for the generation and transmission of electricity for bulk power supply which meets each of the following criteria: (1) its existing or proposed facilities are technically feasible of interconnection with those of Licensee; (2) with the exception of municipalities, cooperatives, government agencies or authorities it is, or upon commencement of operations will be, a public utility subject to regulation with respect to rates and services under the laws of Kansas.

(g) "Participating entity" is an "entity" participating in the ownership of or power output from Wolf Creek Unit 1.

(h) "KEC" refers to Kansas Electric Cooperatives, Inc. or Kansas Electric Power Cooperative, Inc. insofar as it shall become a successor in interest.

(i) "KEC members in Licensee's Service Area" refers to the following KEC member rural electric cooperatives: the Butler Rural Electric Cooperative Association, Inc.; the Caney Valley Electric Cooperative Association, Inc.; Coffey County Rural Electric Cooperative Association, Inc.; the United Electric Cooperative, Inc.; the Radiant Electric Cooperative, Inc.; the Sedgwick County Electric Cooperative Association, Inc.; the Sekan Electric Cooperative Association, Inc.; and Sumner-Cowley Electric Cooperative, Inc.

(j) The "total demand requirements" or the "power requirements" of the KEC members in Licensee's Service Area refers to the sum for all such KEC members of the KG&E delivery point contributions to the maximum monthly sum of the integrated 15 minute non-coincidental demands for each member.

2. (a) Licensee shall offer an opportunity to participate in Wolf Creek Nuclear Unit Number 1 and any other nuclear generating unit(s) which it may construct, own and operate severally or jointly, during the term of the instant license or an extension or renewal thereof, to any entity(ies) in Licensee's Service Area. Such participation shall be in reasonable amounts, by an ownership interest, or at the option of the entity, by a contractual right to purchase a portion of the output of such units, or on any other mutually agreeable basis. The transmission provisions herein relate to participation in Wolf Creek Nuclear Unit No. 1 and not to any transmission which may be associated with participation in other nuclear generating unit(s) which Licensee may construct, own and operate severally or jointly.

(b) Licensee shall make available to KEC an undivided 17 percent ownership participation in the Wolf Creek Nuclear Unit Number 1 upon mutually agreeable terms and conditions, which ownership participation KEC shall acquire as of the date of issuance of the Nuclear Regulatory Commission's construction permit for the Wolf Creek Nuclear Unit Number 1 or as soon thereafter as KEC can secure the necessary regulatory and financing approvals pursuant to the terms of the May 20, 1976 settlement agreement between Licensee and KEC. The power which KEC obtains from the Wolf Creek Nuclear Unit Number 1 shall be utilized first to satisfy the power requirements of the KEC members in Licensee's Service Area to the maximum extent reasonable and efficient to do so and to the extent consistent with KEC's other power supply obligations to KEC's members in Kansas. During the calendar year in which the Wolf Creek Nuclear Unit Number 1 commences commercial operation and in each succeeding year of operation of the Wolf Creek Nuclear Unit Number 1 no less than 42 percent of the total demand requirements of the KEC members in Licensee's Service Area shall be satisfied by KEC by use of its available power from Wolf Creek Nuclear Unit Number 1. KEC's power from Wolf Creek Unit Number 1 shall be transmitted by Licensee for KEC to such delivery and interconnection points on Licensee's system and in such amounts as specified by KEC, pursuant to paragraph 5(a) below.

3. Licensee shall interconnect with any participating entity in Licensee's Service Area which requests such interconnection and provide for the following:

(a) maintaining and coordinating of reserves, including, where applicable, the purchase and sale of reserve capacity and energy,

(b) emergency support,

(c) maintenance support,

(d) delivery of "unit power" or other participation power out of Wolf Creek Unit 1 from the Licensee, and

(e) transmission services for the above and as described subsequently.

4. (a) Licensee and the participating entities in Licensee's Service Area having a reserve coordination arrangement provided for in Paragraph 3, above, shall from time to time jointly establish the minimum reserve requirements to be installed and/or provided under contractual arrangements as necessary to maintain in total a reserve margin sufficient to provide adequate reliability of power supply to the interconnected systems of the parties. To have reserve coordination rights, other than reserves for Wolf Creek, with the Licensee, a participating entity must own or have contractual rights to generating capacity other than of Wolf Creek Nuclear Unit Number 1. Unless otherwise agreed upon, the minimum reserve requirement shall be calculated as a percentage of the projected annual peak load, adjusted for purchases and sales of firm power, including partial requirements firm power. The parties to such a reserve coordinating arrangement shall provide such amounts of operating (ready and spinning) reserve capacity as may be adequate to avoid the imposition of unreasonable demands on the others in meeting the normal contingencies of operating their systems. However, in no circumstances shall any party's spinning or operating reserve requirement exceed the minimum reserve requirement as provided above. Moreover, if the parties to a reserve coordination agreement cannot agree upon a minimum reserve requirement, the participating entities' minimum reserve requirement shall be neither less than nor greater than Licensee's minimum system reserve requirement.

(b) Emergency and/or scheduled maintenance bulk power service shall be provided by each party to the extent required by the system in need, and be furnished to the fullest extent available from the supplying system. Licensee and each party(ies) within Licensee's Service Area shall provide to the other emergency and/or scheduled maintenance bulk power service if and when available from its own generation and from generation of

others with whom Licensee is interconnected to the extent it can do so without impairing service to its customers including other electric systems to whom it has firm commitments.

5. (a) Licensee shall transmit the power from a participating entity's share of Wolf Creek Nuclear Unit Number 1 to the participating entity, or for the account of such participating entity, to delivery or interconnection points on Licensee's system and in amounts as specified by the participating entity. Such deliveries shall be reasonable as to the number of points, system adequacy and frequency of schedule changes.

(b) Licensee shall transmit power from an entity(ies) outside Licensee's Service Area to a participating entity within Licensee's Service Area in an amount at least equal to the share of Wolf Creek Nuclear Unit Number 1 of a participating entity within Licensee's Service Area when the output of this unit is reduced or unavailable because of maintenance or for other reasons.

(c) If capacity and energy from a participating entity's(ies') portion of Wolf Creek Nuclear Unit Number 1 are delivered to other entities, Licensee shall also provide transmission for a later scheduled return of such energy within the same calendar year, in an equal amount of mwhrs, from these other entities to the delivery point of the participating entity within Licensee's Service Area, provided that such transmission arrangements can be reasonably accommodated from a functional and technical standpoint. For example, any Wolf Creek power transmitted (permissible within the terms of these conditions) out of Licensee's system shall create in participating entity(ies) the right to call upon Licensee, and the corresponding obligation of Licensee, to transmit equal power back into Licensee's system for account of said participating entity(ies), all within the same calendar year. At any point in time the transfer of power back in (for account of participating entity(ies)) could occur simultaneously with full delivery of that participating entity's(ies') power from Wolf Creek Nuclear Unit Number 1.

6. (a) Licensee shall sell power at its filed and effective rates (for total or partial requirements) to any entity in Licensee's Service Area now engaging or proposing to engage in the wholesale or retail sale of electric power.

(b) Insofar as the power requirements of the KEC members in Licensee's Service Area are satisfied by power which is not Licensee's power and which has been transmitted by Licensee for KEC pursuant to Paragraphs 2(b) and 7 of these license conditions, Licensee's sale of full or partial requirements to KEC or to its members in Licensee's Service Area pursuant to Paragraph 6(a) above shall be correspondingly reduced.

7. In addition to the transmission offered by Licensee in Paragraphs 2(b), 3, 5, and 6 above, Licensee shall, consistent with Paragraph 8 below and with the terms of the May 20, 1976 settlement agreement between Licensee and KEC, transmit for KEC the following power:

(a) Commencing July 1, 1980, and until the Wolf Creek Nuclear Unit Number 1 commences commercial operation or is finally abandoned, (i) 30 megawatts of preference customer power, to the extent available, which KEC obtains from Southwestern Power Administration, provided that such preference power is delivered to Licensee's Neosho substation near Parsons, Kansas; (ii) said 30 megawatts may be increased to 90 megawatts of Southwestern Power Administration preference customer power once the Harry S. Truman Dam commences commercial operation, but not before;

(b) When Wolf Creek Nuclear Unit Number 1 commences commercial operation, and thereafter in each succeeding calendar year until the Project ceases operation or until calendar year 2021, whichever is later, a total of 90 megawatts of preference customer power (inclusive of the power described in subparagraph 7(a) above) which KEC obtains from the Southwestern Power Administration or from a source or sources which as a matter of law are administratively foreclosed to Licensee by virtue of a statutory or regulatory preference. The power described in subparagraphs 7(a)

and (b) shall be transmitted by Licensee for KEC on a contractual buy-sell arrangement unless by entering into such arrangement KEC would lose its entitlement to such preference power;

(c) When Wolf Creek Nuclear Unit Number 1 commences commercial operation and thereafter so long as this Unit continues operation, or until calendar year 2021, whichever is later, (i) any additional quantities of power which KEC generates from a source other than Wolf Creek Nuclear Unit Number 1, or which KEC obtains from any power source or sources which as a matter of law are not administratively foreclosed to Licensee by virtue of a statutory or regulatory preference, provided that such power is transmitted by Licensee to KEC members in Licensee's Service Area for the use of such members; and (ii) any other quantities of power which KEC generates from a source other than Wolf Creek Unit Number 1, or which KEC obtains from any power source or sources which as a matter of law are not administratively foreclosed to Licensee by virtue of a statutory or regulatory preference, to the same extent that Licensee would reasonably agree to transmit such power for any other electric utility. All the power described in this subparagraph shall be transmitted by Licensee for KEC upon reasonable and timely request for such transmission only on the basis of a contractual buy-sell arrangement similar in duration to Licensee's then existing comparable buy-sell contractual arrangements with other electric utilities. Pursuant to any such buy-sell contract, Licensee shall purchase the designated power as delivered by the seller or any other entity at delivery or interconnection points on Licensee's system and shall resell the same to KEC at the Licensee's purchase price plus an amount which constitutes Licensee's transmission cost including a reasonable return on the investment allocable solely to the transmission of such power;

(d) All of the power transmitted by Licensee for KEC pursuant to the provisions of subparagraph 7(a)(i) above, shall be used to satisfy the power requirements of the KEC members in Licensee's Service Area. When the Harry S. Truman Dam commences commercial operation and in

each succeeding year of commercial operation of the Project, no less than 40 megawatts of the power transmitted by Licensee for KEC pursuant to the provisions of subparagraph 7(b) above, if available, shall be used to satisfy the power requirements of the KEC members in Licensee's Service Area; and

(e) Insofar as the power of KEC from Wolf Creek Nuclear Unit Number 1 and the power transmitted by Licensee for KEC in the manner provided in subparagraphs 2(b) and 7(a) through (d) is not utilized in Licensee's Service Area, as reasonably and fairly determined by KEC in accordance with the foregoing provisions, Licensee shall, upon reasonable and timely request for such service, transmit such excess power for KEC from and to such interconnection points on Licensee's system and in such amounts as specified by KEC on terms and conditions as provided in subparagraphs 2(b) and 7(a) through (c) above.

8. The transmission described in these license conditions shall be made available only upon terms which fully compensate Licensee for its costs, including any transmission power losses and a reasonable return on investment allocable solely to such transmission and reflected in Licensee's schedules or tariffs filed with the Kansas Corporation Commission or the Federal Power Commission. The transmission described in Paragraphs 2(b) and 7 above shall be available to KEC for the transmission of requested amounts of power in the manner specified in Paragraphs 2(b) and 7(a) through (e) above, provided that KEC gives Licensee reasonable advance notice of the transmission required and, provided further, that such transmission arrangements can be reasonably accommodated from a functional and technical standpoint and to the extent that Licensee can do so without impairing service to its customers including other electric systems to which it has firm commitments. Nothing herein imposes a requirement on Licensee to become a common carrier.

9. Licensee shall include in its planning and construction of additional transmission facilities sufficient transmission capacity to accommodate the transmission described in Paragraphs 2(b), 7(b), and 7(c)(i) above, provided that

KEC gives Licensee sufficient advance notice as may be necessary to accommodate such requirements from a functional and technical standpoint. Licensee and KEC shall consult with respect to the planning and construction of additional transmission facilities.

10. The foregoing conditions shall be implemented in a manner not inconsistent with the provisions of, and as provided under, the Federal Power Act and all other applicable Federal and State laws and all rates, charges and practices in connection therewith are to be subject to the approval of regulatory agencies having jurisdiction over them.

APPENDIX B

WOLF CREEK, UNIT 1

ANTITRUST CONDITIONS FOR
KANSAS CITY POWER & LIGHT COMPANY

1. As used herein:

(a) "Licensee" means Kansas City Power & Light Company.

(b) "Licensee's Service Area" means those portions of the States of Missouri and Kansas which are certificated to Licensee by the respective state regulatory commissions. An entity shall be deemed to be in the "Licensee's Service Area" if it has electric power generation, transmission or distribution facilities located in whole or in part in or adjacent to the above-described area or in counties served in part at retail by Licensee.

(c) "Bulk Power" means the electric power, and any attendant energy, supplied or made available at transmission or subtransmission voltage by one entity to another.

(d) "Entity" means person, a private or public corporation, a municipality, a cooperative, a joint stock association, business trust or a lawful association of any of the foregoing constituting, a separate legal entity owning, operating or proposing to own or operate equipment or facilities for the generation, transmission, or distribution of electricity, provided that, except for municipalities and cooperatives, an "entity" is restricted to those which are or will be a public utility under the laws of the state in which the entity transacts business or under the Federal Power Act and are or will be providing electric service under a contract or rate schedule on file with and subject to the regulation of a state regulatory commission or the Federal Power Commission.

(e) "Cost" means any and all operating, maintenance, general and administrative expenses, together with any and all ownership costs, which are reasonably allocable to the transaction consistent with industry practices. Cost shall include a reasonable return on Licensee's investment. The

sale of a portion of the capacity of a generating unit shall be upon the basis of a rate that will recover to the seller the pro rata part of the fixed costs and operating, maintenance, general and administrative expenses of the unit, provided that, in circumstances in which Licensee and one or more entities in Licensee's Service Area each takes an undivided interest in a unit in fee, construction costs and operation, maintenance, general and administrative expenses shall be paid pro rata.

2. (a) Licensee shall interconnect with and coordinate operations (by means of reserve sharing and the sale and purchase of emergency and/or scheduled maintenance and/or other classes of bulk power) with any entity(ies) in Licensee's Service Area engaging in or proposing to engage in electric bulk power supply on terms that will fully compensate Licensee for its costs in connection therewith. Such coordination arrangements will allow the other party(ies) full access to the benefits of coordination.

(b) Emergency and/or scheduled maintenance bulk power service shall be provided by each party to the extent required by the system in need, and be furnished to the fullest extent available from the supplying system. Licensee and each party(ies) shall provide to the other emergency and/or scheduled maintenance bulk power service if and when available from its own generation and from generation of others to the extent it can do so without impairing service to its customers including other electric systems to whom it has firm commitments and the receiving party shall fully compensate the other party for its costs in connection therewith.

(c) Licensee and the other party(ies) to an interconnection and reserve sharing arrangement shall from time to time jointly establish the minimum reserves to be installed and/or provided under contractual arrangements as necessary to maintain in total a reserve margin sufficient to provide adequate reliability of power supply of the interconnected systems of the parties. Unless otherwise agreed upon, minimum reserves shall be calculated as a percentage of estimated peak load responsibility. No party to the arrangement shall be required to maintain greater reserves

than such minimum, provided that, if the reserve requirements of a party are increased over the amount such party would be required to maintain or have available without such interconnection, then the other party(ies) to such interconnection shall be required to carry or provide for, in addition to such minimum reserves, the full amount in kilowatts of such increase. If in addition to sharing reserves, one party sells capacity to another in order for that other to meet its reserve responsibility, the seller shall be appropriately compensated for such sale in accordance with applicable filed rates.

(d) The parties to such a reserve sharing arrangement each shall provide such amounts of operating (ready and spinning) reserve capacity as may be adequate to avoid the imposition of unreasonable demands on the other in meeting the normal contingencies of operating its system. However, in no circumstances shall a party's operating reserve requirement exceed its minimum installed reserve requirement as determined in 2(c).

(e) Interconnections will not be limited to low voltages when higher voltages are available from Licensee's installed facilities in the area where interconnection is appropriate, if and when the proposed arrangement is found to be technically and economically feasible. Control and telemetering facilities shall be provided as required for safe and prudent operation of the interconnected systems.

(f) Interconnection and coordination agreements shall not embody any unreasonably restrictive provisions pertaining to intersystem coordination. Good industry practice as developed in the area from time to time (if not unreasonably restrictive) will satisfy this provision.

3. Licensee will sell bulk power from new generating capacity planned or under construction at its cost or purchase bulk power from any other entity(ies) in Licensee's Service Area engaging in or proposing to engage in generation of electric power when such transaction would serve to reduce the overall costs of new bulk power supply for itself or for the owner party(ies) to the transaction. This refers

specifically to the opportunity to coordinate in the planning of new generation, transmission and related facilities. This provision shall not be construed to require Licensee to purchase or sell bulk power if it finds such purchase or sale infeasible or its costs in connection with such purchase or sale would exceed its benefits therefrom.

4. Licensee and any successor in title shall offer an opportunity to participate in Wolf Creek Nuclear Unit 1 to any entity(ies) in Licensee's Service Area which shall indicate its interest therein in writing delivered to Licensee prior to October 31, 1974, and in any other nuclear generating unit(s) which they or either of them, may construct, own and operate severally or jointly, during the term of the instant license, or any extension or renewal thereof, by either a reasonable ownership interest in such unit(s), or by a contractual right to purchase a reasonable portion of the output of such unit(s) at the cost thereof if the entity(ies) so elects. Upon timely offer by Licensee, notice of intention to participate in future nuclear units must be given to Licensee in writing prior to the placement of orders for major equipment. In connection with such access, Licensee will also offer transmission service as may be required for delivery of such power to such entity(ies) on a basis that will fully compensate Licensee for its cost.

5. (a) Licensee shall facilitate the exchange of bulk power by transmission over its transmission facilities to, from, between or among any entities in Licensee's Service Area with which it is at any time interconnected, and between any such interconnected entity(ies) and any other entity(ies) engaging in bulk power supply outside Licensee's Service Area between whose facilities Licensee's transmission lines and the transmission lines of others would form a continuous electrical path, provided that (1) the necessary rights to utilize such owner transmission lines have been obtained, (2) the reliability of Licensee's bulk power system is not thereby impaired, and (3) the arrangements reasonably can be accommodated from a functional and technical standpoint. Such transmission shall be on terms that fully compensate Licensee for its cost, including transmission losses associated therewith. Any entity(ies)

requesting such transmission arrangements shall give reasonable advance notice to Licensee of its (their) schedule and requirements for bulk power to be scheduled by Licensee over Licensee's transmission facilities.

(b) Licensee shall include in its planning and construction of facilities to be owned by Licensee sufficient transmission capacity as may be contractually reserved for the type of transactions referred to in subparagraph (a) of this paragraph, provided that the entity(ies) in Licensee's Service Area give Licensee sufficient advance notice as may be necessary to accommodate its (their) requirements from a functional and technical standpoint and provided that such entity(ies) fully compensates Licensee for the contractual reservation by Licensee of capacity in its transmission facilities.

6. Licensee will sell power for resale to any entity(ies) in Licensee's Service Area now engaging in or proposing to engage in retail distribution of electric power under contracts for its (their) full or partial requirements at Licensee's applicable filed rates to the extent Licensee can do so without impairing service to its retail customers.

7. The foregoing conditions shall be implemented in a manner not inconsistent with the provisions of, and as provided under, the Federal Power Act and all other applicable Federal and State laws and all rates, charges and practices in connection therewith are to be subject to the approval of regulatory agencies having jurisdiction over them.

UNITED STATES NUCLEAR REGULATORY COMMISSION

DOCKET NO. STN 50-482

KANSAS GAS AND ELECTRIC COMPANY

KANSAS CITY POWER AND LIGHT COMPANY

WOLF CREEK GENERATING STATION, UNIT 1

NOTICE OF ISSUANCE OF CONSTRUCTION PERMIT

Notice is hereby given that, pursuant to the Partial Initial Decision and the Initial Decision of the Atomic Safety and Licensing Board, dated January 18, 1977 and May 11, 1977, respectively, the Nuclear Regulatory Commission (the Commission) has issued Construction Permit No. CPPR-147 to the Kansas Gas and Electric Company and the Kansas City Power and Light Company for construction of a pressurized water nuclear reactor at the applicants' site in Coffey County, Kansas. The proposed reactor, known as the Wolf Creek Generating Station, Unit 1 is designed for a rated power of 3411 megawatts thermal with a net electrical output of 1150 megawatts.

The Partial Initial Decision and the Initial Decision are subject to review by an Atomic Safety and Licensing Appeal Board prior to their becoming final. Any decision or action taken by an Atomic Safety and Licensing Appeal Board in connection with these Decisions may be reviewed by the Commission.

The Commission has made appropriate findings as required by the Atomic Energy Act of 1954, as amended (the Act), and the Commission's rules and regulations in 10 CFR Chapter 1, which are set forth in the construction permit. The application for the construction permit complies with the standards and requirements of the Act and the Commission's rules and regulations.

The construction permit is effective as of its date of issuance. The earliest date for the completion of the facility is March 1, 1982, and the latest date for completion is March 1, 1984. The permit shall expire on the latest date for completion of the facility.

A copy of (1) the Partial Initial Decision and the Initial Decision, dated January 18, 1977 and May 11, 1977, respectively; (2) Construction Permit No. CPPR-147; (3) the report of the Advisory Committee on Reactor Safeguards, dated October 16, 1975; (4) the Office of Nuclear Reactor Regulation's Safety Evaluation Report dated, September 1975, and Supplement Nos. 1, 2 and 3, thereto, dated January 14, 1976, February 10, 1976 and November 29, 1976, respectively; (5) the Preliminary Safety Analysis Report and amendments thereto; (6) the applicants' Environmental Report dated, May 16, 1974 and supplements thereto; (7) the Draft Environmental Statement dated July 1975; and (8) the Final Environmental Statement dated October 1975, are available for public inspection at the Commission's Public Document Room at 1717 H Street, N. W., Washington, D. C. 20555 and at the Office of the County Clerk, Coffey County Courthouse, Burlington County, Kansas 66839. A copy of the construction permit may be obtained upon request addressed to the U. S. Nuclear Regulatory Commission, Washington, D. C. 20555, Attention: Director, Division of Project Management.

Copies of the Safety Evaluation Report (Document No. NUREG-75/080) and its supplements (Document Nos. NUREG-0019 for Supplement No. 1 and NUREG-0033 for Supplement Nos. 2 and 3) and the Final Environmental Statement (Document No. NUREG-75/096) may be purchased, at current rates, from the National Technical Information Service, Springfield, Virginia 22161.

Dated at Bethesda, Maryland, this ^{17th} day of *May*, 1977.

FOR THE NUCLEAR REGULATORY COMMISSION

Olan D. Parr
Olan D. Parr, Chief
Light Water Reactors Branch No. 3
Division of Project Management

UNITED STATES NUCLEAR REGULATORY COMMISSION

DOCKET NO. STN 50-482

KANSAS GAS AND ELECTRIC COMPANY

KANSAS CITY POWER AND LIGHT COMPANY

WOLF CREEK GENERATING STATION, UNIT 1

NOTICE OF ISSUANCE OF CONSTRUCTION PERMIT

Notice is hereby given that, pursuant to the Partial Initial Decision and the Initial Decision of the Atomic Safety and Licensing Board, dated January 16, 1977 and May 11, 1977, respectively, the Nuclear Regulatory Commission (the Commission) has issued Construction Permit No. CRR-147 to the Kansas Gas and Electric Company and the Kansas City Power and Light Company for construction of a pressurized water nuclear reactor at the applicants' site in Coffey County, Kansas. The proposed reactor, known as the Wolf Creek Generating Station, Unit 1 is designed for a rated power of 3411 megawatts thermal with a net electrical output of 1150 megawatts.

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OFFICE →	LWR-3	LWR-3	OELD	LWR-3		
SURNAME →	Mushbrook	Elicitra	S. H. Lewis	OParr		
DATE →	5/16/77	5/16/77	5/17/77	5/17/77		

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OFFICE >						
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Dated at Bethesda, Maryland, this ^{17th} ~~17~~ day of *May*, 1977

FOR THE NUCLEAR REGULATORY COMMISSION

15/
Glan D. Parr, Chief
Light Water Reactors Branch No. 3
Division of Project Management

OFFICE >						
SURNAME >						
DATE >						

CHECKLIST FOR ISSUANCE OF CONSTRUCTION PERMIT

Applicant Kansas City Gas & Elec. Co. Docket No. STN 50-482
 Facility Wolf Creek Generating Station, Unit No. 1
 Project Manager E. Linton Licensing Assistant M. Bushbrook

Date

Initial Decision or Order

May 11, 1977

Safety Review:

Safety Evaluation
ACRS Letter

September 3, 1975
October 16, 1975

Environmental Review:

Final Environmental Statement
Published in Federal Register

October 1975
November 6, 1975

Notifications Required by Act & Commission Rules*:

State Official
Local Official
FPC
State Regulatory Agencies

August 16, 1974
August 16, 1974
August 16, 1974
August 16, 1974

Water Quality Certification: 401 Type
Submitted by Applicant
Transmitted to EPA

September 2, 1975
November 8, 1975

Antitrust Review:

Attorney General's Advice Published in
Federal Register

September 19, 1974
July 27, 1976

Hearing and/or Decision & Order
w/ conditions for c p & OL

License Fee:

Amount \$ 829,870 Paid (Receipt attached)

May 16, 77

Public Announcement (to be released):
(attach copy if available)

attached

Issuance Package: ELD Concurrence

1. Permit
2. Federal Register Notice
3. Letter to Applicant
4. Information Report

5/17/77
5/17/77
5/17/77

*Date initial application forwarded

INVOICE FOR SERVICES AND MATERIALS

UNITED STATES NUCLEAR REGULATORY COMMISSION
 OFFICE OF CONTROLLER
 WASHINGTON, D. C. 20555

To: Kansas Gas and Electric Company
 Attn: Mr. Glenn L. Koester
 Vice President - Operations
 P.O. Box 208
 Wichita, Kansas 67201

Date: January 6, 1977

F. O. B.:

Terms: ~~Net 30 Days~~

ACCESS PERMIT NO.	LICENSE NO. Construction Fee	PURCHASE ORDER
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QUANTITY		DESCRIPTION OF SERVICES AND MATERIALS	UNIT PRICE	AMOUNT												
ORDERED	SHIPPED															
		Construction permit fee for Wolf Creek, Unit #1, Docket No. STN 50-482. The fee is based on the following: 3411 MWT @ \$170/MWT plus \$250,000		\$829,870.00												
NOTE: See attachment - USER PROCEDURES FOR USE OF THE ELECTRONIC FUNDS TRANSFER SYSTEM.																
<table border="1"> <tr> <td>Applicant</td> <td><i>Lane</i></td> </tr> <tr> <td>Check No.</td> <td><i>1803</i></td> </tr> <tr> <td>Amount</td> <td><i>\$829,870.00</i></td> </tr> <tr> <td>Date of Check</td> <td><i>5-16-77</i></td> </tr> <tr> <td>Date Check Rec'd</td> <td><i>5-16-77</i></td> </tr> <tr> <td>Received By</td> <td><i>Eileen Oup</i></td> </tr> </table>					Applicant	<i>Lane</i>	Check No.	<i>1803</i>	Amount	<i>\$829,870.00</i>	Date of Check	<i>5-16-77</i>	Date Check Rec'd	<i>5-16-77</i>	Received By	<i>Eileen Oup</i>
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Date Check Rec'd	<i>5-16-77</i>															
Received By	<i>Eileen Oup</i>															
AMOUNT DUE				\$829,870.00												

MAKE CHECK PAYABLE TO U. S. NUCLEAR REGULATORY COMMISSION AND MAIL TO ABOVE ADDRESS

NRC STAFF ISSUES CONSTRUCTION PERMIT
FOR NUCLEAR POWER PLANT IN KANSAS

A permit to build the Wolf Creek Generating Station, Unit 1, in Coffey County, Kansas, was issued on _____ to Kansas Gas & Electric Company and Kansas City Power & Light Company by the Nuclear Regulatory Commission's Office of Nuclear Reactor Regulation.

The Wolf Creek plant will use a standardized pressurized water reactor and will have an electrical output of about 1150 megawatts. The site is located about 3 1/2 miles northeast of Burlington and about ²⁸~~75~~ miles ~~east of Neosho River and the spillway at the John Redmond reservoir.~~ *southeast of Emporia, Kansas.*

Issuance of the construction permit ^{was authorized by a May 11, 1981} ~~followed a May 11~~ decision ^{authorizing it} by the Atomic Safety and Licensing Board which conducted a public hearing on the Wolf Creek application. In January of this year the Licensing Board issued a decision making all the findings necessary for the construction permit except for the issue of financial qualifications. The earlier decision authorized the NRC staff to issue a Limited Work Authorization which permitted the utilities to perform some construction work at their own financial risk pending completion of the hearing and subsequent decision on the matter of financial qualifications.

The utilities currently plan to have the Wolf Creek plant in commercial operation ~~in 1982~~ by April ~~1982~~ ^{1983.}