

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of the Application of	)	
Kansas City Power & Light Company	)	Case No.
for Approval to Amend the Nuclear	)	
Decommissioning Trust Agreement.	)	

**APPLICATION**

COMES NOW Kansas City Power & Light Company ("KCPL"), pursuant to 4 CSR 240-2.060 and applies for an Order from the Missouri Public Service Commission ("Commission") for approval to amend the nuclear decommissioning trust agreement. In support of its application, KCPL states:

1. KCPL is a corporation duly organized and existing under and by virtue of the laws of the State of Missouri, with its principal office at 1201 Walnut Street, Kansas City, Missouri 64106. KCPL's Certificate of Good Standing was provided in Case No. EF-2004-0265 and is incorporated herein by reference.

2. KCPL holds Certificates of Convenience and Necessity from the Commission to transact business as an electric public utility in certain areas in the State of Missouri and is principally engaged in the generation, transmission, distribution and sale of electric power and energy.

3. Communications in regard to this matter should be addressed to:

Tim Rush  
Director – Regulatory Affairs  
Kansas City Power & Light Company  
1201 Walnut Street  
Kansas City, Missouri 64106  
Telephone: (816) 556-2344  
Fax: (816) 556-2110  
E-mail: [tim.rush@kcpl.com](mailto:tim.rush@kcpl.com)

Michael A. Rump  
Senior Attorney  
Great Plains Energy Services  
1201 Walnut Street  
Kansas City, Missouri 64106  
Telephone: (816) 556-2483  
Fax: (816) 556-2787  
E-mail: [mike.rump@kcpl.com](mailto:mike.rump@kcpl.com)

4. KCPL heretofore has filed with the Commission a certified copy of the Articles of Consolidation under which it was organized and of all amendments thereto.

5. KCPL has no pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court, which involve customer service or rates, which has occurred within three (3) years of the date of the application, except as identified on Exhibit 1 hereto. No annual report or assessment fees are overdue.

6. On December 2, 2003, the Commission entered an Order Granting Leave to Amend Nuclear Decommission Trust Agreement and Directing Filing in Case No. EF-2004-0113, which authorized an amendment of KCPL's decommissioning trust as requested. (The request to amend the decommissioning trust was promulgated by modification of the rules governing decommissioning trusts by the Nuclear Regulatory Commission (NRC), which required a modification to the trust that prohibited use of funds without prior notice to the NRC). Pursuant to this Order, KCPL amended its decommissioning trust and filed an executed amendment with the Commission.

7. KCPL comes now and requests approval to amend its nuclear decommissioning trust agreement to be consistent with a rule promulgated by the NRC. This rule (10 CFR 50.75(h)(1)(iv)) became effective December 24, 2003 and provides

for ordinary administrative costs of operating the decommission fund to be disbursed without prior notification to the NRC.

8. The change to the Agreement to make it consistent with the rule would provide:

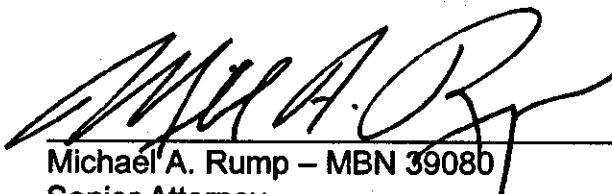
Except for withdrawals being made under 10 CFR 50.82(a)(8) or for payments of ordinary administrative costs (including taxes) and other incidental expenses of the fund (including legal, accounting, actuarial, and trustee expenses) in connection with the operation of the fund, no disbursement or payment may be made from the trust until written notice of the intention to make a disbursement or payment has been given the Director, Office of Nuclear Reactor Regulation, at least 30 working days before the date of the intended disbursement or payment.

A red-lined copy of KCPL's proposed Second Amendment to the Wolf Creek Decommissioning Trust Amended and Restated Trust Agreement between Kansas City Power & Light Company and the Bank of New York is attached hereto as Exhibit 2.

9. Subsequent to filing the amendment to its decommissioning trust in Case No. EF-2004-0113, KCPL learned that the NRC had further revised 10 CFR 50.75(h)(1)(iv). The language quoted in paragraph 8 above is consistent with the current version of the NRC's rule. The rule was clarified to indicate that payments of ordinary administrative costs and incidental expenses did not require prior notice to the NRC.

WHEREFORE, KCPL respectfully requests an Order of the Commission approving a change in the nuclear decommissioning trust agreement to conform with the NRC rules.

Respectfully submitted,



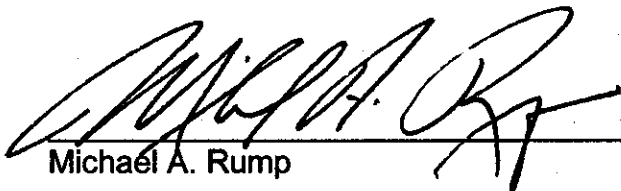
Michael A. Rump – MBN 39080  
Senior Attorney  
Great Plains Energy Services  
1201 Walnut Street, 20<sup>th</sup> Floor  
Kansas City, Missouri 64106  
Telephone: (816) 556-2483  
Facsimile: (816) 556-2787  
E-mail: [mike.rump@kcpl.com](mailto:mike.rump@kcpl.com)

ATTORNEY FOR  
KANSAS CITY POWER & LIGHT COMPANY

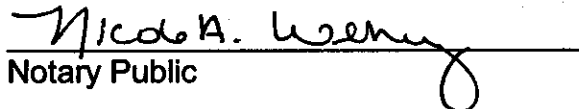
VERIFICATION

STATE OF MISSOURI     )  
                                  )ss.  
COUNTY OF JACKSON    )

Michael A. Rump, being first duly sworn upon his oath, deposes and states that he is an attorney for Kansas City Power & Light Company, that he is authorized to act on its behalf, that he has read and is familiar with the foregoing application and that the statements therein are true and correct to the best of his knowledge, information and belief.

  
Michael A. Rump

Subscribed and sworn to before me this 20<sup>th</sup> day of May, 2004.

  
Notary Public

My Commission Expires:

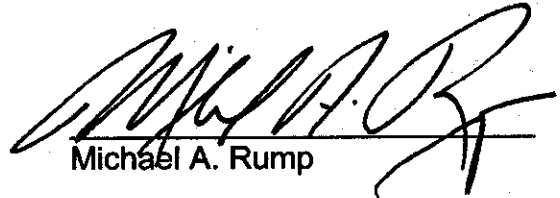
NICOLE A. WEHRY  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires: Feb. 4, 2007

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing Application has been hand-delivered or mailed, First Class mail, postage prepaid, this 20<sup>th</sup> day of May 2004, to:

Office of the Public Counsel  
P. O. Box 7800  
Jefferson City, Missouri 65102

Dana K. Joyce  
General Counsel  
Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, Missouri 65102



Michael A. Rump

## **EXHIBIT 1**

**Statement in conjunction with 4 CSR 240-2.060(1)(K):**

**The following is a list of Applicant's pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this application:**

- 1. GST Appeal of Missouri Public Service Commission Decision; Case No. EC-99-553 in the Circuit Court of Cole County, Missouri; Docket No. 00CV324891; further appealed to the Court of Appeals of the Western District of Missouri by GST.**

**SECONDFIRST AMENDMENT TO THE  
KANSAS CITY POWER & LIGHT COMPANY  
WOLF CREEK DECOMMISSIONING TRUST  
AMENDED AND RESTATED TRUST AGREEMENT  
BETWEEN  
KANSAS CITY POWER & LIGHT COMPANY  
AND  
THE BANK OF NEW YORK**

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THIS SECONDFIRST AMENDMENT TO THE AMENDED AND RESTATED TRUST AGREEMENT ("SecondFirst Amendment") is made this \_\_\_\_ day of ~~April~~December, 2004~~3~~ by and between KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation, with its principal place of business at 1201 Walnut, Kansas City, Missouri 64106 ("Company") and THE BANK OF NEW YORK, with its principal place of business at One Wall Street, New York, New York, 10286 ("Trustee").

WHEREAS, the Company and the Trustee entered into the Amended and Restated Trust Agreement ("Agreement") on August 1, 1999; and

WHEREAS, the U.S. Nuclear Regulatory Commission ("NRC") has promulgated additional revisions to the regulations in Title 10, Chapter 1 of the Code of Federal Regulations, Part 50, which require notice to the NRC of certain disbursements or payments made from the trust established and maintained pursuant to the Agreement; and

WHEREAS, the Company and the Trustee desire to amend the Agreement to comply with the regulations promulgated by the NRC.

NOW, THEREFORE, the Company and the Trustee agree to amend the Agreement as follows:

1. Except for withdrawals being made under 10 CFR 50.82(a)(8) or for payments of ordinary administrative costs (including taxes) and other incidental expenses of the trust (including legal, accounting, actuarial, and trustee expenses) in connection with the operation of the trust, no disbursement or payment may be made from the trust until written notice of the intention to make a disbursement or payment has been given the Director, Office of Nuclear Reactor Regulation, at least 30 working days before the date of the intended disbursement or payment.

2. Except as amended herein, the Agreement shall remain unchanged and in full force and effect.

EXHIBIT 2

IN WITNESS WHEREOF, the Company and the Trustee have caused this First Amendment to be executed by their duly authorized officers and their respective corporate seals to be hereto affixed as of the day and year first above written.

**Kansas City Power & Light Company**

By \_\_\_\_\_

Title \_\_\_\_\_

Attest:

\_\_\_\_\_  
Corporate Secretary

**THE BANK OF NEW YORK**

By \_\_\_\_\_

Title \_\_\_\_\_

Attest:

\_\_\_\_\_  
Corporate Secretary



State of Missouri     )  
                              )  
County of Jackson    )       Ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004~~3~~, before me, subscriber, personally | appeared Andrea F. Bielsker, to me known, who being by me duly sworn, did depose and say that she is Senior Vice President – Finance, Chief Financial Officer and Treasurer of Kansas City Power & Light Company, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

\_\_\_\_\_  
Notary Public

My Commission Expires:

State of New York     )  
                              )  
County of New York    )       Ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004~~3~~, before me personally came | \_\_\_\_\_, to me known, who being by me duly sworn, said that he is \_\_\_\_\_ of The Bank of New York, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

My Commission Expires: