

ENCLOSURE 2

AMENDMENT NO. 258 TO LICENSE NO. DPR-72

DUKE ENERGY FLORIDA, LLC

CRYSTAL RIVER UNIT 3 NUCLEAR GENERATING PLANT

DOCKET NO. 50-302

DRAFT

DUKE ENERGY FLORIDA, LLC
DOCKET NO. 50-302
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AMENDMENT TO FACILITY OPERATING LICENSE

Amendment No. 258
License No. DPR-72

1. The Nuclear Regulatory Commission (the Commission) has found that:
 - A. The application for amendment to the Crystal River Unit 3 Nuclear Generating Plant (the facility) Facility Operating License No. DPR-72 filed by Duke Energy Florida, LLC (the licensee), dated June 14, 2019, as supplemented by letters dated January 17, 2020, and March 5, 2020, complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act), and the Commission's rules and regulations set forth in 10 CFR Chapter I;
 - B. The facility will operate in conformity with the application, the provisions of the Act, and the rules and regulations of the Commission;
 - C. There is reasonable assurance (i) that the activities authorized by this amendment can be conducted without endangering the health and safety of the public, and (ii) that such activities will be conducted in compliance with the Commission's regulations;
 - D. The issuance of this amendment will not be inimical to the common defense and security or to the health and safety of the public; and
 - E. The issuance of this amendment is in accordance with 10 CFR Part 51 of the Commission's regulations and all applicable requirements have been satisfied.

2. Accordingly, the license is hereby amended to read as follows:

The heading of the license is amended to add "ADP CR3, LLC"

Section 1.A. is hereby amended to read as follows: "The application for amendment by Duke Energy Florida, LLC (herein "DEF") (the owner), dated June 14, 2019, complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act) and the Commission's rules and regulations set forth in 10 CFR Chapter 1; the NRC subsequently approved the transfer of licensed responsibility for the Crystal River Unit 3 Nuclear Generating Plant (herein "the facility" or "CR3") to ADP CR3, LLC (herein "ADP CR3"), on Month Date, Year;"

Footnote *** for Section 1.A. is hereby deleted

Section 1.B. is hereby amended to read as follows: "Construction of CR3 has been substantially completed in conformity with Provisional Construction Permit No. CPPR-51 and the application, as amended, the provisions of the Act and the rules and regulations of the Commission;"

Section 1.E. is hereby amended to read as follows: "ADP CR3 is technically qualified and financially qualified to engage in the activities authorized by this operating license in accordance with the rules and regulations of the Commission;"

Section 1.F. is hereby amended to read as follows: "DEF has satisfied the applicable provisions of 10 CFR Part 140, 'Financial Protection Requirements and Indemnity Agreements,' of the Commission's regulations;"

Section 1.H. is hereby amended to read as follows: "The issuance of Facility Operating License No. DPR-72 subject to the conditions for protection of the environment set forth herein is in accordance with 10 CFR Part 51, (formerly Appendix D to 10 CFR Part 50), of the Commission's regulations and all applicable requirements have been satisfied;"

Section 2.A. is hereby amended to read as follows: "This amended license applies to the Crystal River Unit 3 Nuclear Generating Plant, a pressurized water nuclear reactor and associated equipment (the facility), which is possessed, maintained, and decommissioned by ADP CR3, and owned by DEF, with the exception of the Independent Spent Fuel Storage Installation and its associated equipment, the special nuclear material configured as reactor fuel, high level and GTCC waste and the containers in which it is stored, which are owned but not possessed by ADP SF1, LLC (herein "ADP SF1"). The facility is located on the Gulf of Mexico, about seven and one-half miles northwest of the town of Crystal River, Citrus County, Florida, and is described in the 'Defueled Safety Analysis Report' as supplemented and amended and the Environmental Report as supplemented and amended."

Section 2.B.(1) is hereby amended to read as follows: "ADP CR3, pursuant to Section 104b of the Act and 10 CFR Part 50, 'Licensing of Production and Utilization Facilities,' to possess, maintain, and decommission the facility at the designated location in accordance with the procedures and limitations set forth in this license;"

Section 2.B.(2) is hereby amended to read as follows: "DEF, pursuant to Section 104b of the Act and 10 CFR Part 50, 'Licensing of Production and Utilization Facilities,' to possess the facility at the designated location in accordance with the procedures and limitations set forth in this license;"

Section 2.B.(3) is hereby amended to read as follows: "ADP CR3, pursuant to the Act and 10 CFR Part 70, to possess at any time special nuclear material configured as reactor fuel, in accordance with the limitations for storage as described in the Defueled Safety Analysis Report, as supplemented and amended;"

Section 2.B.(4) is hereby amended to read as follows: "ADP CR3, pursuant to the Act and 10 CFR Parts 30, 40 and 70 to possess at any time any byproduct, source and special nuclear material as sealed neutron sources used previously for reactor startup, as fission detectors, and sealed sources for reactor instrumentation and to possess and use at any time any byproduct, source, and special nuclear material as sealed sources for radiation monitoring equipment calibration in amounts as required;"

Section 2.B.(5) is hereby amended to read as follows: “ADP CR3, pursuant to the Act and 10 CFR Parts 30, 40 and 70, to receive, possess and use in amounts as required any byproduct, source or special nuclear material without restriction to chemical or physical form, for sample analysis or instrument calibration or associated with radioactive apparatus or components;”

Section 2.B.(6) is hereby amended to read as follows: “ADP CR3, pursuant to the Act and 10 CFR Parts 30 and 70, to possess, but not separate, such byproduct and special nuclear materials as were produced by the prior operation of the facility;”

Section 2.B.(7) is hereby amended to read as follows: “ADP CR3, pursuant to the Act and 10 CFR Parts 30 and 70, to receive and possess, but not separate, that byproduct and special nuclear materials associated with four (4) fuel assemblies which were previously irradiated in the Oconee Nuclear Station, Unit No. 1 (B&W Identification Numbers 1A-01, 04, 05 and 36).”

Footnote *** for Section 2.B.(7) is hereby deleted.

Section 2.C.(2) is hereby amended to read as follows: “The Technical Specifications contained in Appendix A are hereby replaced with the Permanently Defueled Technical Specifications (PDTs). ADP CR3 shall maintain the facility in accordance with the Permanently Defueled Technical Specifications, as revised through Amendment No. 258.”

Section 2.C.(16) is added to read as follows: “The financial Support Agreement between NorthStar Group Services, Inc. and ADP CR3 and ADP SF1 in the amount of \$105 million, and the financial Support Agreement between Orano USA LLC and ADP CR3 and ADP SF1 in the amount of \$35 million, to assure the ability of ADP CR3 and ADP SF1 to pay the expenses of: (i) maintaining and decommissioning the CR-3 facility and ISFSI safely; (ii) protecting the public health and safety; and (iii) meeting NRC requirements, are effective. These Support Agreements may not be voided, canceled, or modified without the prior written consent of the NRC staff. The Director of the Office of Nuclear Material Safety and Safeguards shall be informed, in writing, no later than 10 working days after any funds are provided under the terms of the Support Agreements.”

Section 2.C.(17) is added to read as follows: “ADP CR3 shall establish a Provisional Trust consistent with Section 3.14 of the ‘Decommissioning Services Agreement by and between Duke Energy Florida, LLC, as Company and ADP CR3, LLC, as Contractor and ADP SF1, LLC, as Buyer Dated as of May 29, 2019’ (DSA). The Provisional Trust will be initially funded with \$20 million. ADP CR3 will retain six percent of each invoice for decommissioning services performed and paid from the nuclear decommissioning trust and deposit those amounts into the Provisional Trust to fund and maintain the Provisional Trust at \$50 million until the ISFSI-Only Interim End-State Conditions, as defined in the DSA, are achieved.”

Section 2.C.(18) is added to read as follows: “ADP CR3 shall provide financial assurance in a form and in an amount meeting the requirements of 10 CFR 72.30(e) to the ISFSI Decommissioning Trust established under Section 3.15 of the DSA. The ISFSI Decommissioning Trust shall be established to hold the financial assurance until the End-State Conditions, as defined in the DSA, are achieved.”

Section 2.C.(19) is added to read as follows: “ADP CR3 must ensure that a performance bond is obtained if a settlement agreement with the U.S. Department of Energy (DOE) on DOE reimbursements for spent fuel management expenses is not entered into by January 1, 2025. The performance bond will be effective January 1, 2025, initially in an amount equal to one year’s worth of spent fuel management expenses. ADP CR3 will thereafter ensure that a performance bond is maintained for subsequent years, in the amount of the applicable estimated annual expense, until a settlement agreement with the DOE is entered into.”

Section 2.C.(20) is added to read as follows: “ADP CR3 must ensure that:

The NorthStar Group Services, Inc. (NorthStar) Member Representative of Accelerated Decommissioning Partners, LLC (ADP) (NorthStar Member Representative) has the responsibility and exclusive authority to ensure and shall ensure that the business and activities of ADP CR3 and ADP SF1 with respect to the CR3 license is at all times conducted in a manner consistent with the public health and safety, and common defense and security of the United States.

The NorthStar Member Representative, and any Chief Executive Officer (CEO) or Chief Nuclear Officer (CNO) of ADP or ADP CR3 appointed by NorthStar to serve in such office, shall be a U.S. citizen.

The licensees shall not approve or take any action involving matters necessary to ensure U.S. control without the approval of NorthStar. This includes any matters relating to nuclear safety, security, or reliability, the appointment of any CEO and CNO, and any successor thereof, or any other issue reasonably determined by NorthStar in its prudent exercise of discretion.

Changes to the ADP CR-3, LLC Negotiation Action Plan may only be made upon recommendation of ADP CR3’s CEO and approval by NorthStar. Any proposed change resulting in a decrease in the effectiveness of the plan will not be implemented without prior NRC approval. ADP CR3 will provide the NRC with 30 days prior written notice before the implementation of any material changes to the negotiation measures in the Limited Liability Agreement of Accelerated Decommissioning Partners, LLC dated February 7, 2017 (ADP LLC Agreement).

If at any time NorthStar is not required to have exclusive authority to approve any of the actions in Section 11.4(a) of the ADP LLC Agreement, any amendments to Section 11.4(a) must comply with applicable law, including FOCD requirements, and must be approved by the NRC.”

Section 2.G. is hereby amended to read as follows: “This amended license is effective as of the date of issuance. Facility Operating License No. DPR-72, as amended, shall expire at midnight, December 3, 2016. DEF submitted the 10 CFR 50.82(a)(1) notification to the Nuclear Regulatory Commission on February 20, 2013. Per 10 CFR 50.51(b), the Facility Operating License No DPR-72 continues in effect until the Commission notifies the licensee that the License has been terminated.”

3. This license amendment is effective at the time the proposed license transfer is consummated and shall be implemented within 30 days of that date.

FOR THE NUCLEAR REGULATORY COMMISSION

Bruce A. Watson, Chief
Reactor Decommissioning Branch
Division of Decommissioning, Uranium Recovery,
and Waste Programs
Office of Nuclear Material Safety
and Safeguards

Attachment:
Changes to Facility Operating License No. DPR-72

Date of Issuance:

DRAFT

ATTACHMENT TO LICENSE AMENDMENT NO. 258
CRYSTAL RIVER UNIT 3 NUCLEAR GENERATING PLANT
FACILITY OPERATING LICENSE NO. DPR-72
DOCKET NO. 50-302

Replace the following pages of Facility Operating License No. DPR-72 with the attached revised pages. The revised pages are identified by amendment number and contain marginal lines indicating the areas of change.

Facility Operating License No. DPR-72

Remove

1
2
3
4
-
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Insert

1
2
3
4
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6

