



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

ADP CR3, LLC

DUKE ENERGY FLORIDA, LLC

DOCKET NO. 50-302

CRYSTAL RIVER UNIT 3 NUCLEAR GENERATING PLANT

AMENDMENT TO FACILITY OPERATING LICENSE

Amendment No. 258
License No. DPR-72

1. The Nuclear Regulatory Commission (the Commission) having found that:
 - A. 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 March **Date**, 2020;
 - B. 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;
 - C. The facility will operate in conformity with the application, as amended, the provisions of the Act, and the rules and regulations of the Commission;
 - D. There is reasonable assurance: (i) that the activities authorized by this operating license can be conducted without endangering the health and safety of the public, and (ii) that such activities will be conducted in compliance with the rules and regulations of the Commission;
 - E. 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;
 - F. DEF has satisfied the applicable provisions of 10 CFR Part 140, "Financial Protection Requirements and Indemnity Agreements," of the Commission's regulations;
 - G. The issuance of this operating license will not be inimical to the common defense and security or to the health and safety of the public;

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- H. 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;
 - I. The receipt, possession, and use of source, byproduct and special nuclear material as authorized by this license will be in accordance with the Commission's regulations in 10 CFR Part 30, 40 and 70, including 10 CFR Sections 30.33, 40.32, 70.23 and 70.31.
2. Facility Operating License No. DPR-72, issued to the licensee, is hereby amended in its entirety to read as follows:
- A. 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.
 - B. Subject to the conditions and requirements incorporated herein, the Commission hereby licenses:
 - (1) 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;
 - (2) 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;
 - (3) 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;
 - (4) 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;

- (5) 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;
- (6) 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;
- (7) 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).

C. This license shall be deemed to contain and is subject to the conditions specified in the following Commission regulations in 10 CFR Chapter I: Part 20, Section 30.34 of Part 30, Section 40.41 of Part 40, Section 50.54 and 50.59 of Part 50, Section 70.32 of Part 70; and is subject to all applicable provisions of the Act and to the rules, regulations, and orders of the Commission now or hereafter in effect; and is subject to the additional conditions specified or incorporated below:

(1) Deleted per Amendment No. 247

(2) Technical Specifications

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.

(3) Deleted per Amendment No. 247

(4) Deleted per Amendment No. 20 dated 7-3-79

(5) Deleted per Amendment No. 247

(6) Deleted per Amendment No. 21, 7-3-79

(7) Deleted per Amendment No. 247

(8) Deleted per Amendment No. 247

(9) Deleted per Amendment No. 247

(10) Deleted per Amendment No. 247

- (11) Deleted per Amendment No. 247
- (12) Deleted per Amendment No. 237
- (13) Deleted per Amendment No. 229
- (14) Deleted per Amendment No. 255
- (15) Deleted per Amendment No. 247
- (16) 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.
- (17) 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.
- (18) 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.
- (19) 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.

(20) 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 licensee 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 Negation 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 negation 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 Foreign Ownership, Control, or Domination requirements, and must be approved by the NRC.

D. Physical Security

The licensee shall fully implement and maintain in effect all provisions of the Commission-approved physical security, training and qualification, and safeguards contingency plans including amendments made pursuant to 10 CFR 72.212(b)(9) and to the authority of 10 CFR 50.90 and 10 CFR 50.54(p). The combined set of plans, which contain Safeguards Information protected under 10 CFR 73.21, is entitled: "Independent Spent Fuel Storage Installation Security Plan, Training and Qualification Plan, and Safeguards Contingency Plan", Revision 0, submitted by letter dated July 5, 2017.

E. Deleted per Amendment No. 247

- F. In accordance with the requirement imposed by the October 8, 1976, order of the United States Court Appeals for the District of Columbia Circuit in Natural Resources Defense Council v. Nuclear Regulatory Commission, No. 74-1385 and 74-1586, 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 license issued herein shall be subject to the outcome of such proceedings.
- G. 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. } *Amdt. #97*
March 31, 1987

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.

FOR THE NUCLEAR REGULATORY COMMISSION

Original Signed by

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

Attachments:
Appendices A & B - Technical Specifications

Date of Issuance: Jan 28 1977