



DEPT. OF ENVIRONMENT AND ENERGY

This guidance document is advisory in nature but is binding on an agency until amended by such agency. A guidance document does not include internal procedural documents that only affect the internal operations of the agency and does not impose additional requirements or penalties on regulated parties or include confidential information or rules and regulations made in accordance with the Administrative Procedure Act. If you believe that this guidance document imposes additional requirements or penalties on regulated parties, you may request a review of the document.

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Revised September, 2021

Irrevocable Standby Letter of Credit

[Date]

STATE OF NEBRASKA
DEPARTMENT OF ENVIRONMENT AND ENERGY
Director
P. O. Box 98922 Lincoln, NE 68509-8922

Dear Director:

We have the authority to issue letters of credit. Our letter of credit operations are regulated and examined by a Federal or State Agency. *[Please specify the Agency]*

We hereby establish our Irrevocable Standby Letter of Credit No. _____ in your favor, at the request and for the account of *[owner's or operator's name and address]* up to the aggregate amount of *[in words]* US dollars, \$_____, available upon presentation by an authorized representative of the Department of Environment and Energy of (1) your sight draft, bearing reference to this letter of credit No. _____, and (2) your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under authority of the Nebraska Environmental Protection Act, (Reissue Revised Statutes of Nebraska, 1943, § 81- 1501 et seq.) and the Integrated Solid Waste Management Act, (Reissue Revised Statutes of Nebraska, 1943, § 13-2001 et seq.) as amended, found in Title 132 - Integrated Solid Waste Management Regulations, and the Nebraska Administrative Code."

This letter of credit is effective as of *[date]* and shall expire on *[date at least one year later]*, but such expiration date shall be automatically extended for a period of *[at least one year]* on *[date]* and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and *[owner's or operator's name]* by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and *[owner's or operator's name]*, as shown on the signed return receipts.

Whenever this letter of credit is drawn on, under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us and we shall deposit the amount of the draft into an account in accordance with your instructions.

[Signature(s) and title(s) of official(s) of issuing institution] [DATE]

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600.