BCC Mtg. Date: August 7, 2018

RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
regarding

APPROVAL OF STANDARD FORM LETTERS OF CREDIT FOR ORANGE COUNTY UTILITIES SERVICES AND PROJECTS AND A DELEGATION OF AUTHORITY TO THE COUNTY MAYOR TO ACCEPT OR AMEND, AND THE UTILITIES DIRECTOR OR DEPUTY DIRECTOR TO RELEASE, LETTERS OF CREDIT IN CONJUNCTION WITH ORANGE COUNTY UTILITIES SERVICES AND PROJECTS.

Resolution No. 2018-M-21

WHEREAS, the Orange County Utilities Department, (the "Department") provides water, wastewater, reclaimed water, and solid waste collection services to customers of the Department; and

WHEREAS, pursuant to certain County ordinances, resolutions, and regulations (the "County Requirements"), the Department is required to obtain a letter of credit ("LOC") from certain customers in order to secure various projects or obligations, as discussed herein; and

WHEREAS, in an effort to streamline the current process of accepting, releasing, or amending such LOCs, it would benefit the Department and the County approve a form of the various Department LOCs and to delegate to the County Mayor the authority to accept or amend, and to the Department Director or Deputy Director the ability to release, the LOCs on behalf of the Department.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

Section 1. The Board hereby approves the form of the LOCs listed below and delegates to the County Mayor the authority to accept or amend, and

to the Utilities Director or Deputy Director to release, LOCs as security for the following projects or obligations:

- a. Successful completion of water, reclaimed water, and wastewater improvements pursuant to Section 34-203 of the Orange County Code, as may be amended from time to time, provided such LOC is in substantially the form attached hereto and incorporated herein by reference as Exhibit "A";
- b. Utility services account security deposits pursuant to Resolutions 2009-M-27 and 2009-M-28, and Chapter 10, Orange County Administrative Regulations, all as may be amended from time to time, provided such LOC is in substantially the form attached hereto and incorporated herein by reference as Exhibit "B";
- c. Tipping fees pursuant to Article II, Chapter 32, Orange County Code and Chapter 10, Orange County Administrative Regulations, all as may be amended from time to time, provided such LOC is in substantially the form attached hereto and incorporated herein by reference as Exhibit "C";
- d. Waste tires pursuant to Section 32-2, Orange County Code, as may be amended from time to time, provided such LOC is in substantially the form attached hereto and incorporated herein by reference as Exhibit "D";
- e. To secure obligations pursuant to a Board-approved Capacity Adjustment Agreement or Flow Monitoring Agreement as permitted by Section 37-5, Orange County Code, as may be amended from time to time, provided such LOC is in substantially the form attached hereto and incorporated herein by reference as Exhibit "E".

Section 2. Effective Date. This Resolution shall take effect on the date of its adoption.

ADOPTED THIS	_ DAY OF	AUG 0 7 2010	, 2018.
THE COUNTY HA		ORANGE COUNTY, F By: Board of County C By: An dales Teresa Jacobs, Co	Commissioners
ATTEST: Phil Diamond, CPA, Cour as Clerk of the Board of County Cor			
By: Kali muit Deputy Glerk			
Print Name: Katie Smith			

EXHIBIT "A"

FORM OF LOC FOR WATER, RECLAIMED WATER, AND WASTEWATER IMPROVEMENTS

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

DATE:				
BENEFICIARY: ORANGE COUNTY, FLORIDA C/O ORANGE COUNTY UTILITIES 9150 CURRY FORD ROAD ORLANDO, FLORIDA 32825	APPLICANT:			
ATTN: MANAGER, FIELD SERVICES DIVISION PROJECT NAME:				
AMOUNT: \$_,00 (THOUSAND AND 00/100 U.S	. DOLLARS)			
DATE OF EXPIRY:, 20				
AT THE REQUEST AND FOR THE ACCOUNT OF APPLICANT, WE, ("ISSUER"), HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO, IN FAVOR OF ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("BENEFICIARY"), AND AUTHORIZE YOU TO DRAW ON ISSUER, IN THE MAXIMUM AGGREGATE AMOUNT OF \$00 (THOUSAND AND 00/100 U.S. DOLLARS), IN UNITED STATES FUNDS, WHICH IS PAYABLE AT SIGHT AGAINST PRESENTATION OF YOUR DEMAND, WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND ANY OF THE FOLLOWING DOCUMENTS:				
1. A STATEMENT SIGNED BY THE ORANGE COUNTY MA AS FOLLOWS: "THE PERFORMANCE OF APPLICANT'S OF THE LETTER OF CREDIT WILL EXPIRE WITHIN 45 DAYS EXTENDED OR REPLACED TO THE COUNTY'S SATISFACTI	BLIGATION HAS NOT BEEN COMPLETED YET AND FROM THE DATE OF DRAWING WITHOUT BEING			
2. A STATEMENT SIGNED BY THE ORANGE COUNTY MAYOR OR AUTHORIZED REPRESENTATIVE READING AS FOLLOWS: "ISSUER [CONFIRMER] HAS LOST ITS DESIGNATION AS A 'QUALIFIED PUBLIC DEPOSITORY' PURSUANT TO FLORIDA STATUTES, CHAPTER 280, AND AN ACCEPTABLE REPLACEMENT LETTER OF CREDIT HAS NOT BEEN RECEIVED BY THE COUNTY FOLLOWING NOTICE TO APPLICANT;" OR				
3. A STATEMENT SIGNED BY THE ORANGE COUNTY MAY AS FOLLOWS: THE DRAWING IS DUE TO APPLICANT'S IN WATER, RECLAIMED WATER, AND WASTEWATER IMPROVEMENTS") AND MAINTAIN PERIOD FOLLOWING ISSUANCE OF A CERTIFICATE SPECIFICALLY, THE STATEMENT SHALL BE TO THE EF	PAILURE TO HAVE PROPERLY CONSTRUCTED THE PROVEMENTS FOR THE PROJECT IN SAID IMPROVEMENTS FOR A ONE (1) YEAR OF COMPLETION FOR SUCH IMPROVEMENTS.			

AND SUCH CONDITION(S) HAS NOT BEEN CORRECTED DESPITE NOTIFICATION TO THE DEVELOPER," AND FURTHER STATING THE SUMS DUE AS A RESULT OF SUCH DEFAULT TO DEFRAY THE ESTIMATED COST OF REPAIRS TO THE IMPROVEMENTS. A SUM NOT TO EXCEED \$___.00 (____ THOUSAND AND 00/100 U.S. DOLLARS) SHALL BE AVAILABLE FOR PARTIAL OR FULL DRAW BY PRESENTATION OF YOUR DEMAND AT SIGHT IF ACCOMPANIED BY A WRITTEN STATEMENT AS DESCRIBED IN THE PRECEDING PARAGRAPHS. FROM DATE OF ISSUANCE OF CERTIFICATE OF COMPLETION] AND WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE NINETY (90) DAY PERIOD, UNLESS WE PROVIDE THE BENEFICIARY WITH WRITTEN NOTICE OF OUR INTENT TO TERMINATE THE CREDIT HEREIN EXTENDED, WHICH NOTICE MUST BE PROVIDED AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE OF THE ORIGINAL TERM HEREOF OR ANY EXTENDED TERM. [IF A CONFIRMING BANK IS TO BE USED, INSERT THIS LANGUAGE: ISSUER NOMINATES [NAME AND ADDRESS OF NOMINATED CONFIRMING BANK] TO CONFIRM THIS STANDBY LETTER OF CREDIT.] EXTENDED EXPIRATION DATE AND MUST BEAR THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT NO. _____ OF [ISSUER], DATED ______ ___, 20__." PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED; PROVIDED, HOWEVER, THAT ANY PAYMENT MADE UNDER THIS LETTER OF CREDIT SHALL REDUCE THE AMOUNT AVAILABLE UNDER IT. WE, ISSUER, HEREBY AGREE THAT ALL DRAWS PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED UPON PRESENTATION TO ISSUER [CONFIRMER] AT: (note: must have tri-county street address (Orange, Osceola, Seminole). THIS LETTER OF CREDIT WILL BE CONSIDERED AS CANCELLED UPON RECEIPT BY US OF THE ORIGINAL LETTER OF CREDIT OR UPON ANY PRESENT OR FUTURE EXPIRY DATE HEREUNDER, WHICHEVER SHALL OCCUR FIRST. THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 (ISP98) (INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590) AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE ISP98 AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN FLORIDA LAW AND THE LAW OF ANY OTHER STATE OR COUNTRY SHALL ARISE. FLORIDA LAW SHALL PREVAIL. VERY TRULY YOURS, **AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE**

ISSUER

ISSUER

STRUCTURAL INTEGRITY, FUNCTIONING, AND/OR MAINTENANCE (MAINTENANCE REQUIRED TO ENSURE PROPER OPERATION) OF THE IMPROVEMENTS HAS BEEN DETERMINED TO BE UNACCEPTABLE,

EXHIBIT "B"

FORM OF LOC FOR DEPOSITS

IRREVOCABLE STANDBY LETTER OF CREDIT NO.

DATE:, 20	•
BENEFICIARY:	APPLICANT:
ORANGE COUNTY, FLORIDA	
C/O ORANGE COUNTY UTILITIES	
9150 CURRY FORD ROAD	
ORLANDO, FLORIDA 32825	ATTN: _[NAME AND TITLE]
ATTN: UTILITIES SECTION MANAGER,	
CUSTOMER SERVICE DIVISION	
CUSTOMER NAME:	
CUSTOMER NAME: THOUSAND AND 00/10	OOLIS DOLLARS)
AMOUNT: \$_,00 (111003AND AND 00/10	00 0.3. DOLLARS)
DATE OF EXPIRY:	
ESTABLISH OUR IRREVOCABLE STANDBY LETTER COUNTY, A CHARTER COUNTY AND POLITICAL SUI AND AUTHORIZE YOU TO DRAW ON ISSUER, IN (THOUSAND AND 00/100 U.S. DOLLARS), IN	APPLICANT, WE, ("ISSUER"), HEREBY R OF CREDIT NO, IN FAVOR OF ORANGE BDIVISION OF THE STATE OF FLORIDA ("BENEFICIARY"), THE MAXIMUM AGGREGATE AMOUNT OF \$_,00 I UNITED STATES FUNDS, WHICH IS PAYABLE AT SIGHT THEN ACCOMPANIED BY THIS LETTER OF CREDIT AND
AS FOLLOWS: "THE PERFORMANCE OF APPLIC CHARGES HAS NOT BEEN FULFILLED AND THE LE	TY MAYOR OR AUTHORIZED REPRESENTATIVE READING CANT'S OBLIGATION REQUIRING THE PAYMENT OF ETTER OF CREDIT WILL EXPIRE WITHIN 45 DAYS FROM ING EXTENDED OR REPLACED TO THE COUNTY'S
2 A STATEMENT SIGNED BY THE ORANGE COLINI	TY MAYOR OR ALITHORIZED REPRESENTATIVE READING

3. A STATEMENT SIGNED BY THE ORANGE COUNTY MAYOR OR AUTHORIZED REPRESENTATIVE READING AS FOLLOWS: THE DRAWING IS DUE TO APPLICANT'S FAILURE TO PAY SUMS OR PERFORM APPLICANT'S OBLIGATIONS AS AGREED UPON BY AND BETWEEN ORANGE COUNTY AND APPLICANT AND AS REQUIRED IN RESOLUTION 2009-M-27, RESOLUTION 2009-M-28, AND CHAPTER 10 OF THE ORANGE COUNTY ADMINISTRATIVE REGULATIONS, ALL AS MAY BE AMENDED FROM TIME TO TIME. THIS LETTER OF CREDIT WAS DELIVERED TO ORANGE COUNTY TO COMPLY WITH APPLICANT'S OBLIGATIONS UNDER

THE ABOVE-CITED COUNTY RESOLUTIONS AND ADMINISTRATIVE REGULATIONS AND SPECIFICALLY

AS FOLLOWS: "ISSUER [CONFIRMER] HAS LOST ITS DESIGNATION AS A 'QUALIFIED PUBLIC DEPOSITORY' PURSUANT TO FLORIDA STATUTES, CHAPTER 280, AND AN ACCEPTABLE REPLACEMENT LETTER OF

CREDIT HAS NOT BEEN RECEIVED BY THE COUNTY FOLLOWING NOTICE TO APPLICANT;" OR

APPLICANT'S OBLIGATION TO MAINTAIN THE APCHARGES.	PROPRIATE DEPOSIT AMOUNT FOR PERIODIC UTILITIES
_ 	SAND AND 00/100 U.S. DOLLARS) SHALL BE AVAILABLE N OF YOUR DEMAND AT SIGHT IF ACCOMPANIED BY A CEDING PARAGRAPHS.
FROM DATE OF ISSUANCE OF THIS LETTER OF WITHOUT AMENDMENT FOR SUCCESSIVE PERIOD THREE (3) SUCH ONE-YEAR PERIODS, UNLESS WE OUR INTENT TO TERMINATE THE CREDIT HERE!	E AND EFFECT UNTIL
	TD, INSERT THIS LANGUAGE: ISSUER NOMINATES NOMINATED CONFIRMING BANK] TO CONFIRM THIS
	N, 20, [EXPIRATION DATE] OR ANY THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT NO. "
PARTIAL AND MULTIPLE DRAWINGS ARE PERMIT UNDER THIS LETTER OF CREDIT SHALL REDUCE TH	TED; PROVIDED, HOWEVER, THAT ANY PAYMENT MADE HE AMOUNT AVAILABLE UNDER IT.
	PRESENTED UNDER AND IN COMPLIANCE WITH THE DULY HONORED UPON PRESENTATION TO ISSUER reet address (Orange, Osceola, Seminole).
	AS CANCELLED UPON RECEIPT BY US OF THE ORIGINAL FUTURE EXPIRY DATE HEREUNDER, WHICHEVER SHALL
(INTERNATIONAL CHAMBER OF COMMERCE P FLORIDA LAW. IF A CONFLICT BETWEEN THE IS	INTERNATIONAL STANDBY PRACTICES 1998 (ISP98) UBLICATION NO. 590) AND TO THE PROVISIONS OF SP98 AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW DRIDA LAW AND THE LAW OF ANY OTHER STATE OR EVAIL.
VERY TRULY YOURS,	
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
ISSUER	ISSUER

EXHIBIT "C"

FORM OF LOC FOR TIPPING FEES

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

DATE:	
BENEFICIARY: ORANGE COUNTY, FLORIDA C/O ORANGE COUNTY UTILITIES 9150 CURRY FORD ROAD ORLANDO, FLORIDA 32825 ATTN: UTILITIES SECTION MANAGER, SOLID WASTE DIVISION	APPLICANT: ———————————————————————————————————
CUSTOMER NAME:THOUSAND AND 00/100 U.	S. DOLLARS)
DATE OF EXPIRY:	
AT THE REQUEST AND FOR THE ACCOUNT OF APPLESTABLISH OUR IRREVOCABLE STANDBY LETTER OF COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIV AND AUTHORIZE YOU TO DRAW ON ISSUER, IN THE (THOUSAND AND 00/100 U.S. DOLLARS), IN UNITAGAINST PRESENTATION OF YOUR DEMAND, WHEN ANY OF THE FOLLOWING DOCUMENTS:	F CREDIT NO, IN FAVOR OF ORANGE ISION OF THE STATE OF FLORIDA ("BENEFICIARY"), MAXIMUM AGGREGATE AMOUNT OF \$_,00 ITED STATES FUNDS, WHICH IS PAYABLE AT SIGHT
1. A STATEMENT SIGNED BY THE ORANGE COUNTY MA AS FOLLOWS: "THE PERFORMANCE OF APPLICANT CHARGES HAS NOT BEEN FULFILLED AND THE LETTER THE DATE OF THE DRAWING WITHOUT BEING SATISFACTION;" OR	T'S OBLIGATION REQUIRING THE PAYMENT OF R OF CREDIT WILL EXPIRE WITHIN 45 DAYS FROM
2. A STATEMENT SIGNED BY THE ORANGE COUNTY MA AS FOLLOWS: "ISSUER [CONFIRMER] HAS LOST ITS DE PURSUANT TO FLORIDA STATUTES, CHAPTER 280, A CREDIT HAS NOT BEEN RECEIVED BY THE COUNTY FOL	SIGNATION AS A 'QUALIFIED PUBLIC DEPOSITORY' AND AN ACCEPTABLE REPLACEMENT LETTER OF

3. A STATEMENT SIGNED BY THE ORANGE COUNTY MAYOR OR AUTHORIZED REPRESENTATIVE READING AS FOLLOWS: THE DRAWING IS DUE TO APPLICANT'S FAILURE TO PAY SUMS OR PERFORM APPLICANT'S OBLIGATIONS AS AGREED UPON BY AND BETWEEN ORANGE COUNTY AND APPLICANT AND AS REQUIRED IN ARTICLE II OF CHAPTER 32 OF THE ORANGE COUNTY CODE, AS MAY BE AMENDED FROM TIME TO TIME. THIS LETTER OF CREDIT WAS DELIVERED TO ORANGE COUNTY TO COMPLY WITH

APPLICANT'S OBLIGATION TO TIMELY PAY ORANGE CO	OUNTY'S PERIODIC WASTE DISPOSAL CHARGES.
A SUM NOT TO EXCEED \$_,00 (THOUSAND FOR PARTIAL OR FULL DRAW BY PRESENTATION OF WRITTEN STATEMENT AS DESCRIBED IN THE PRECEDIN	YOUR DEMAND AT SIGHT IF ACCOMPANIED BY A
THIS LETTER OF CREDIT SHALL BE IN FULL FORCE AND FROM DATE OF ISSUANCE OF THIS LETTER OF CR WITHOUT AMENDMENT FOR SUCCESSIVE PERIODS OF THREE (3) SUCH ONE-YEAR PERIODS, UNLESS WE PROYOUR INTENT TO TERMINATE THE CREDIT HEREIN EXTERNATION EXTENDED TERM.	EDIT]AND WILL BE AUTOMATICALLY EXTENDED OF ONE YEAR EACH, NOT TO EXCEED A TOTAL OF VIDE THE BENEFICIARY WITH WRITTEN NOTICE OF TENDED, WHICH NOTICE MUST BE PROVIDED AT
[IF A CONFIRMING BANK IS TO BE USED, III [NAME AND ADDRESS OF NOMING STANDBY LETTER OF CREDIT.]	NSERT THIS LANGUAGE : ISSUER NOMINATES NATED CONFIRMING BANK] TO CONFIRM THIS
DRAWS MUST BE PRESENTED NO LATER THAN EXTENDED EXPIRATION DATE AND MUST BEAR THE G OF [ISSUER], DATED	
PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED; I UNDER THIS LETTER OF CREDIT SHALL REDUCE THE AM	
WE, ISSUER, HEREBY AGREE THAT ALL DRAWS PRES TERMS OF THIS LETTER OF CREDIT SHALL BE DUI [CONFIRMER] AT: (<u>note: must have tri-county street of</u>	LY HONORED UPON PRESENTATION TO ISSUER
THIS LETTER OF CREDIT WILL BE CONSIDERED AS CALLETTER OF CREDIT OR UPON ANY PRESENT OR FUTU OCCUR FIRST.	
THIS LETTER OF CREDIT IS SUBJECT TO THE INTE (INTERNATIONAL CHAMBER OF COMMERCE PUBLIC FLORIDA LAW. IF A CONFLICT BETWEEN THE ISP98 A SHALL PREVAIL. IF A CONFLICT BETWEEN FLORIDA COUNTRY SHALL ARISE, FLORIDA LAW SHALL PREVAIL.	CATION NO. 590) AND TO THE PROVISIONS OF AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW LAW AND THE LAW OF ANY OTHER STATE OR
VERY TRULY YOURS,	
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
ISSUER	ISSUER

APPLICANT'S OBLIGATIONS UNDER THE ABOVE-CITED COUNTY CODE PROVISIONS AND SPECIFICALLY

EXHIBIT "D"

FORM OF LOC FOR WASTE TIRES

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

DATE:	, 20							
BENEFICIARY:				APPLICAN	T:			
ORANGE COUNT	•							
C/O ORANGE CO	UNTY UTILITIE	S						
SOLID WASTE DI	VISION							
5901 YOUNG PIN	IE ROAD							
ORLANDO, FLOR	IDA 32829			ATTN: _[N	AME AND	TITLE]_		
ATTN: UTILITIES	SECTION MAN	IAGER,						
SOLID WASTE DI	VISION							
CUSTOMER NAM	1E:				_			
AMOUNT: \$10,0	00.00 (T EN TH	OUSAND AND (00/100 U.	S. DOLLARS)			
DATE OF EXPIRY	:	, 20						
AT THE REQUES	T AND FOR T	HE ACCOUNT	OF APPL	CANT, WE,			("ISSUER	a"), HEREBY
ESTABLISH OUR								
COUNTY, A CHAI	RTER COUNTY	AND POLITICAL	SUBDIVI	SION OF TH	E STATE C	F FLORI	DA ("BEN	IEFICIARY"),
AND AUTHORIZE	YOU TO DRA	W ON ISSUER,	IN THE N	MUMIXAN	AGGREGA	TE AMO	UNT OF	\$10,000.00
(TEN THOUSAND	AND 00/100	U.S. DOLLARS)	, IN UNIT	ED STATES	FUNDS, V	VHICH IS	PAYABL	E AT SIGHT
AGAINST PRESE	NTATION OF Y	OUR DEMAND	, WHEN	ACCOMPAN	IIED BY T	HIS LETT	TER OF C	REDIT AND
ANY OF THE FOL	LOWING DOCU	JMENTS:						
1. A STATEMENT	SIGNED BY TH	IE ORANGE CO	UNTY MA	YOR OR AU	THORIZE	REPRES	SENTATIV	/E READING
AS FOLLOWS: '	THE PERFORI	MANCE OF A	PPLICANT	'S OBLIGAT	ION REQ	UIRING	THE PA	YMENT OF
CHARGES HAS N	OT BEEN FULF	ILLED AND TH	E LETTER	OF CREDIT	WILL EXP	PIRE WIT	HIN 45 [DAYS FROM
THE DATE OF	THE DRAWIN	NG WITHOUT	BEING	EXTENDED	OR REP	LACED ⁻	TO THE	COUNTY'S
SATISFACTION;"	OR							
2. A STATEMENT								
AS FOLLOWS: "IS	SSUER [CONFIR	RMER] HAS LOS	ST ITS DES	IGNATION .	as a 'qua	ALIFIED P	UBLIC DI	EPOSITORY'
PURSUANT TO	CHAPTER 280,	FLORIDA STA	TUTES, A	ND AN AC	CEPTABLE	REPLAC	CEMENT	LETTER OF

CREDIT HAS NOT BEEN RECEIVED BY THE COUNTY FOLLOWING NOTICE TO APPLICANT;" OR

3. A STATEMENT SIGNED BY THE ORANGE COUNTY MAYOR OR AUTHORIZED REPRESENTATIVE READING AS FOLLOWS: THE DRAWING IS DUE TO APPLICANT'S FAILURE TO PAY SUMS OR PERFORM APPLICANT'S OBLIGATIONS AS AGREED UPON BY AND BETWEEN ORANGE COUNTY AND APPLICANT AND AS REQUIRED IN SECTION 32-2 OF THE ORANGE COUNTY CODE, AS MAY BE AMENDED FROM TIME TO

TIME. THIS LETTER OF CREDIT WAS DELIVERED TO ORANGE COUNTY TO COMPLY WITH APPLICANT'S OBLIGATIONS UNDER THE ABOVE-CITED COUNTY CODE PROVISION AND SPECIFICALLY APPLICANT'S OBLIGATION TO COMPLY WITH ORANGE COUNTY'S WASTE TIRE REQUIREMENTS.

· · · · · · · · · · · · · · · · · · ·	JSAND AND 00/100 U.S. DOLLARS) SHALL BE AVAILABLE N OF YOUR DEMAND AT SIGHT IF ACCOMPANIED BY A RECEDING PARAGRAPHS.
FROM DATE OF ISSUANCE OF THIS LETTER WITHOUT AMENDMENT FOR SUCCESSIVE PER THREE (3) SUCH ONE-YEAR PERIODS, UNLESS OUR INTENT TO TERMINATE THE CREDIT HEI	CCE AND EFFECT UNTIL
	ISED, INSERT THIS LANGUAGE: ISSUER NOMINATES NOMINATED CONFIRMING BANK] TO CONFIRM THIS
DRAWS MUST BE PRESENTED NO LATER THE EXTENDED EXPIRATION DATE AND MUST BEALTH OF [ISSUER], DATED	IAN
PARTIAL AND MULTIPLE DRAWINGS ARE PERM UNDER THIS LETTER OF CREDIT SHALL REDUCE	IITTED; PROVIDED, HOWEVER, THAT ANY PAYMENT MADE THE AMOUNT AVAILABLE UNDER IT.
	WS PRESENTED UNDER AND IN COMPLIANCE WITH THE BE DULY HONORED UPON PRESENTATION TO ISSUER street address (Orange, Osceola, Seminole).
	O AS CANCELLED UPON RECEIPT BY US OF THE ORIGINAL OR FUTURE EXPIRY DATE HEREUNDER, WHICHEVER SHALL
(INTERNATIONAL CHAMBER OF COMMERCE FLORIDA LAW. IF A CONFLICT BETWEEN THE	HE INTERNATIONAL STANDBY PRACTICES 1998 (ISP98) PUBLICATION NO. 590) AND TO THE PROVISIONS OF EISP98 AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW FLORIDA LAW AND THE LAW OF ANY OTHER STATE OF PREVAIL.
VERY TRULY YOURS,	
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
ISSLIER	ISSUER

EXHIBIT "E"

FORM OF LOC FOR UCCAB AND FLOW MONITORING AGREEMENTS

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

DATE:, 20	
BENEFICIARY:	APPLICANT:
ORANGE COUNTY, FLORIDA	
C/O ORANGE COUNTY UTILITIES	
9150 CURRY FORD ROAD	
ORLANDO, FL 32825	ATTN: [NAME AND TITLE]
ATTN: ASSISTANT MANAGER,	
CUSTOMER SERVICE DIVISION	
PROJECT NAME:	
AMOUNT: \$\$_,00 (THOUSA	ND AND 00/100 U.S. DOLLARS)
DATE OF EXPIRY:	
AT THE REQUEST AND FOR THE ACCOUNT OF APPESTABLISH OUR IRREVOCABLE STANDBY LETTER COUNTY, A CHARTER COUNTY AND POLITICAL SUBDINAND AUTHORIZE YOU TO DRAW ON ISSUER, IN TH (THOUSAND AND 00/100 U.S. DOLLARS) IN UNAGAINST PRESENTATION OF YOUR DEMAND, WHEN ANY OF THE FOLLOWING DOCUMENTS:	VISION OF THE STATE OF FLORIDA ("BENEFICIARY"), E MAXIMUM AGGREGATE AMOUNT OF \$00 ITED STATES FUNDS, WHICH IS PAYABLE AT SIGHT
1. A STATEMENT SIGNED BY THE ORANGE COUNTY MAS FOLLOWS: "THE PERFORMANCE OF APPLICANT'S THE LETTER OF CREDIT WILL EXPIRE WITHIN 45 DAY EXTENDED OR REPLACED TO THE COUNTY'S SATISFAC	OBLIGATION HAS NOT BEEN COMPLETED YET AND S FROM THE DATE OF DRAWING WITHOUT BEING
2. A STATEMENT SIGNED BY THE ORANGE COUNTY MAS FOLLOWS: "ISSUER [CONFIRMER] HAS LOST ITS DIPURSUANT TO FLORIDA STATUTES, CHAPTER 280, CREDIT HAS NOT BEEN RECEIVED BY THE COUNTY FO	ESIGNATION AS A 'QUALIFIED PUBLIC DEPOSITORY' AND AN ACCEPTABLE REPLACEMENT LETTER OF
3. A STATEMENT SIGNED BY THE ORANGE COUNTY M AS FOLLOWS: "THE DRAWING IS DUE TO APPLICANT [OWNER] AGREEMENT	T'S FAILURE TO COMPLY WITH THE TERMS OF THE

ISSUER	ISSUER
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
VERY TRULY YOURS,	
(INTERNATIONAL CHAMBER OF COMMERCE PUB FLORIDA LAW. IF A CONFLICT BETWEEN THE ISP9	NTERNATIONAL STANDBY PRACTICES 1998 (ISP98) LICATION NO. 590) AND TO THE PROVISIONS OF 8 AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW DA LAW AND THE LAW OF ANY OTHER STATE OR NL.
	CANCELLED UPON RECEIPT BY US OF THE ORIGINAL TURE EXPIRY DATE HEREUNDER, WHICHEVER SHALL
	RESENTED UNDER AND IN COMPLIANCE WITH THE DULY HONORED UPON PRESENTATION TO ISSUER ress (Orange, Osceola, Seminole).
PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED UNDER THIS LETTER OF CREDIT SHALL REDUCE THE	D; PROVIDED, HOWEVER, THAT ANY PAYMENT MADE AMOUNT AVAILABLE UNDER IT.
	, 20, [EXPIRATION DATE] OR ANY IE CLAUSE: "DRAWN UNDER LETTER OF CREDIT NO. R LOC DATE]."
-	INSERT THIS LANGUAGE: ISSUER NOMINATES MINATED CONFIRMING BANK] TO CONFIRM THIS
DATE SHALL BE EXPIRATION OF THE AGREEMENT] AMENDMENT FOR ONE NINETY (90) DAY PERIOD UI NOTICE OF OUR INTENT TO TERMINATE THE CR	ND EFFECT UNTIL, 20, [EXPIRATION AND WILL BE AUTOMATICALLY EXTENDED WITHOUT NLESS WE PROVIDE THE BENEFICIARY WITH WRITTEN EDIT HEREIN EXTENDED, WHICH NOTICE MUST BE E EXPIRATION DATE OF THE ORIGINAL TERM HEREOF
BETWEEN NORMAL CAPACITY AND ADJUSTED C	ND AND 00/100 U.S. DOLLARS) [UCCAB: DIFFERENCE CAPACITY; FLOW MONITORING: 20% OF CURRENT ULL DRAW BY PRESENTATION OF YOUR DEMAND AT IT AS DESCRIBED IN THE PRECEDING PARAGRAPHS.
COUNTY COMMISSIONERS ON". TERMS OF THE AGREEMENT.	THE LETTER WILL STATE THE SUM DUE UNDER THE