§ 120-bb. Town of Huntington solid waste management resource recovery facility; tax exemption; other contractual provisions related to towns of Huntington and Smithtown. 1. Notwithstanding any inconsistent provision of article twenty-eight of the tax law, or of any other general, special or local law respecting taxation, the receipts from the sale of all tangible personal property purchased by a contractor, subcontractor or repairman for use in erecting, repairing, replacing, improving or altering a solid waste management resource recovery facility within the town of Huntington, as such term is defined in section one hundred twenty-w of this article, where such property becomes an integral component part of such facility, shall be exempt from the tax on retail sales imposed under subdivision (a) of section eleven hundred five and the compensating use tax imposed under section eleven hundred ten of the tax law provided that:

(a) title to the real property upon which the solid waste management resource recovery facility is to be situated is held by the town of Huntington;

(b) the environmental facilities corporation has caused to be issued bonds of the corporation for financing in whole or in part the construction of such solid waste management resource recovery facility;

(c) the vendor has entered into a site lease, easement or rental agreement with such town relating to the site of the proposed facility;

(d) prior to the issuance of a permit by the department of environmental conservation authorizing the operation of the facility, the town of Huntington and the town of Smithtown shall each have adopted and put into effect and maintained in effect a local ordinance providing for the separation of solid waste into recyclable, reusable and other components pursuant to section one hundred twenty-aa of this article.

1-a. As long as the criteria set forth in paragraphs (a), (b), (c) and (d) of subdivision one of this section are satisfied, a vendor under this section, shall be afforded the same treatment, with respect to the imposition of the sales and compensating use taxes imposed under article twenty-eight of the tax law as the environmental facilities corporation is pursuant to subdivision eight of section twelve hundred ninety-six of the public authorities law, on any purchase or use of tangible personal property.

2. Notwithstanding any provision of law, general, special or local, relating to taxation to the contrary, any mortgage, security interest or other lien granted on any interest in the real or personal property comprising the solid waste management resource recovery facility by the owner, lessee or sublessee thereof shall be exempt from any mortgage, recording, stamp or other similar tax imposed by the state or any municipality or political subdivision thereof, with the same effect as if the environmental facilities corporation were the owner of such facility and the mortgagor or grantor of such mortgage, security interest or lien, as the case may be, and section twelve hundred ninety-six of the public authorities law were applicable to such facility.

3. (a) Pursuant to a joint agreement under article five-G of this chapter, the town of Huntington and the town of Smithtown, without any new or additional competitive procurement which would otherwise be required by section one hundred twenty-w of this article, may enter into a contract, amendment or supplement with the vendor with which the town of Huntington has previously executed a contract on or before the effective date of this section, for the design, construction, operation, financing, ownership or maintenance of a solid waste management-resource recovery facility within the town of Huntington as may be necessary for the purpose of expanding the facility and the services contemplated by such original contract in order to accommodate the disposal of solid waste from the town of Smithtown.

(b) The waiver of compliance with the competitive procurement provisions of such section one hundred twenty-w shall be strictly limited in application to the undertaking and completion of such additional design and construction at such facility as is necessary to accommodate the disposal of solid waste from the town of Smithtown. Notwithstanding such waiver, the provisions of section two hundred twenty of the labor law shall be applicable to construction work undertaken pursuant to such contract amendment or supplementation.

(c) Any expansion of the proposed Huntington resource recovery facility pursuant to this section shall be in full accordance with the rules and regulations promulgated by the department of environmental

conservation for the construction and operation of municipal solid waste incineration facilities permitted on or after the effective date of this section.

4. The town of Smithtown shall have the power to adopt and amend local laws imposing appropriate and reasonable limitations on competition with respect to collecting, receiving, transporting, delivering, storing, processing and disposing of solid waste or the recovery by any means of any material or energy product or resource therefrom, including local laws requiring that all solid waste generated, originated or brought within its boundaries, subject to such exceptions as may be determined to be in the public interest, shall be delivered to a specified solid waste management-resource recovery facility; provided, however, that any such local law enacted by the town shall take precedence and shall supersede any inconsistent provisions of any local law enacted by a municipality within the town. Any such local law shall be adopted in accordance with the procedure provided by the municipal home rule law, except that no such local law shall be subject to either mandatory or permissive referendum. For purposes of this section solid waste shall not include any scrap or other material of value separated from the waste stream and held for purposes of materials recycling.

5. Notwithstanding the provisions of any other law, general, special or local, relating to the length, duration and terms of contracts a municipality may enter into, or relating to the method by which contracts may be entered into, the town of Huntington may enter into a lease, easement or rental agreement relating to the site of the proposed Huntington resource recovery facility and to the proposed facilities to be constructed thereon with the vendor upon such terms and conditions, for such consideration and for such term and duration, not to exceed forty years, as may be agreed upon by the town of Huntington and the vendor, provided that any agreement providing for payment by the town of Huntington for resource recovery services to be provided at such site may not exceed twenty-five years in duration, except as such agreement may be extended in accordance with section one hundred twenty-w of this article.

6. Notwithstanding any inconsistent provision of section twelve hundred ninety of the public authorities law or of any other provision of state law, the bonds and any renewals thereof to be issued by the environmental facilities corporation for the purposes of constructing the solid waste management resource recovery facility in the town of Huntington shall mature at such time as the resolution authorizing such issuance provides but not exceeding twenty-five years from the date of the original issuance of such bonds.

7. For purposes of this section, the term "vendor" shall mean any constructor or operator together with any successors or assigns, of a solid waste management-resource recovery facility located in the town of Huntington and intended to dispose of municipal solid waste pursuant to an agreement with the town of Huntington.