§ 2050-t. Pledge by county; contracts with municipalities; powers of municipalities. 1. The county is hereby authorized to pledge to and agree with the holders of the bonds that the county will not limit or impair the rights hereby vested in the agency to purchase, construct, maintain, operate, repair, improve, increase, enlarge, extend, reconstruct, renovate, rehabilitate or dispose of any project, or any part or parts thereof, for which bonds of the agency shall have been issued, to establish and collect rates, rents, fees and other charges referred to in this title and to fulfill the terms of any agreements made with the holders of the bonds or with any public corporation or person with reference to such project or part thereof, or in any way impair the rights and remedies of the bondholders, until the bonds, together with interest thereon, with interest on any unpaid installments of interest and all costs and expenses in connection with any action or proceeding by or on behalf of the bondholders are fully met and discharged.

2. The county and one or more municipalities within the county, or the agency and the county, shall have power to contract from time to time between or among themselves, or among themselves and with the agency, in relation to the collecting, receiving, transporting, storage processing or disposal of solid waste or for the purchase or use of any materials, energy, by-products or residue generated by or resulting from the operation of any solid waste management-resource recovery facility. Any such contract to which the county and any municipality within the county are parties may include provisions stipulating the maximum rates, rentals, fees and other charges to be collected for the use of facilities. Any contract to which the agency and the county are parties may include provisions (a) requiring the periodic delivery to the particular facilities of minimum amounts of solid waste and providing for specified minimum periodic payments whether or not such delivery is made subject to such limitations, exceptions and provisions therein or (b) requiring the county to pay, within appropriations available therefor, such amounts as shall be necessary to assure the continued operation and solvency of the agency, such payments to be determined and paid in such manner and at such times as may be provided in such contract.

3. To further the governmental and public purposes of the agency, including the implementation of any contract or proposed contract contemplated by this title, the county 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 their respective 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 county shall take precedence over and shall supersede any inconsistent provisions of any local law enacted by a municipality within the county. 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 subdivision, solid waste shall have the meaning specified in this title, but shall not include any scrap or other material of value separated from the waste stream and held for purposes of materials recycling.

4. The county is hereby authorized to resell or otherwise dispose of all or any part of the materials, energy, by-products or residue purchased from the agency pursuant to subdivision two of this section. Any resale of or other disposition may be made in such manner as the county may deem proper and upon such terms and conditions as may be agreed upon by the parties thereto.

5. The county and all other municipalities within the county shall have power to perform such other acts, to enter into such other contracts, including contracts between or among themselves, execute such instruments and to undertake such future proceedings as shall be determined necessary or desirable to effectuate the purpose of this title, including the making of gifts, grants, loans or contributions to the agency.

6. Except as otherwise provided by section one hundred twenty-w of the general municipal law, any contract entered into by a municipality pursuant to this section may be for such term or duration, not to exceed twenty-five years, as may be agreed upon by the parties thereto, except that any contract relating to or affecting the security of any project financed in whole or in part by the agency may provide that the same shall remain in full force and effect as long as the bonds issued for such project shall remain outstanding or until adequate provision has been made for the payment or satisfaction thereof.

7. Any contract entered into pursuant to this section to which the agency shall be a party may be pledged by the agency as security for any issue of bonds, and may be assigned, in whole or in part, by the agency, to any public corporation or person which shall construct, purchase, lease or otherwise acquire any solid waste management-resource recovery facility, or part thereof, financed in whole or in part by the agency.

8. Any contract, lease or agreement entered into by the agency pursuant to this title and which provides for the construction of a facility which combusts solid waste, shall provide for the utilization of the best available technology to control the environmental impact of such facility. Such technology may include fabric filtration and dry scrubbers to control particulate and acid gas emissions. Any facility at a minimum shall be constructed and operated in compliance with requirements of the department of environmental conservation. Any such contract, lease or agreement also shall include but not be limited to provisions for:

(a) Monitoring of emissions for toxic air contaminants or surrogates thereof where appropriate to determine permit compliance at least twice during the first year of operation and after any detection of permit violations, and at least annually thereafter; such monitoring to include provisions for use of statistically valid sampling procedures in all monitoring; and

(b) Sampling and testing of ash and dust residues at least semi-annually, pursuant to a method assuring statistical validity, to determine appropriate disposition or disposal based on relative

toxicity.

Any such contract, lease or agreement also may include provisions for the payment of up to one dollar and twenty-five cents per ton of solid waste processed at such facility. Such payments shall be apportioned as follows: one dollar or a portion thereof to such town or city in which the facility is located; and twenty-five cents or a portion thereof to such fire district or to such city, for fire protection purposes, in which such facility is located.