§ 2706. Special powers of participating counties and municipalities with respect to certain facilities. 1. Any participating county and one or more municipalities within the participating county, shall have the power to enter into contracts, leases or agreements from time to time between or among themselves and with the United States, or between and among themselves and the United States and with the authority in connection with a solid waste management facility 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 such solid waste management facility; in connection with a sewer facility in relation to the collection, receiving, transporting, storage, processing or disposal of sewage or for the purchase or use of any materials, energy, by-products or residue generated by or resulting from the operation of any such sewer facility; in connection with a water facility in relation to the supplying, providing, storage, processing, purification, transportation, distribution and sale of water resulting from or used in connection with any such water facility. Any such contract, lease or agreement to which any participating county or any municipality is a party may include provisions stipulating the minimum rates, rentals, fees and other charges to be collected for the use of any such services, the availability of such services, including demand charges, and for the use and availability of such facilities and to pay all amounts due under the contracts, which may be amounts calculated to provide for payment and security for any bonds including, without limitation, such debt service coverage as the authority deems adequate for the bonds. Any such contract lease or agreement to which the authority or any participating county or any municipality are parties may include provisions (i) in connection with a solid waste management-resource recovery facility obligating such participating county or municipality to deliver or cause to be delivered, periodically to a solid waste management facility all or any portion of the solid waste generated in such participating county or municipality for processing or disposal and to make periodic payments for such processing or disposal whether or not delivery of any such solid waste shall be made, subject only to such exceptions, terms and conditions as may be provided therein; (ii) in connection with a sewer facility obligating

such participating county or municipality to transport or cause to be transported to a sewer facility all or any portion of the sewage generated in such participating county or municipality for processing or disposal and to make periodic payments for such processing and disposal whether or not any sewer is transported to the sewer facility for such processing or disposal, subject only to such exceptions, terms and conditions as may be provided therein; (iii) in connection with a water facility obligating such participating county or municipality to obtain or cause to be obtained from a water facility all or any portion of the water used or consumed in such participating county or municipality and to make periodic payments for the supply of such water whether or not any water is used or consumed from such facility, subject only to such exceptions, terms and conditions as may be provided therein. To further the governmental and public purposes of the authority, including the implementation of any contract or proposed contract contemplated by this title, any participating county and all municipalities within any participating county shall have power to adopt and amend local laws imposing appropriate and reasonable limitations on competition including, without limiting the generality of the foregoing, local laws requiring that all solid waste generated or originated within their respective boundaries or portions thereof, subject to such exceptions as may be determined to be in the public interest, shall be delivered to a specified solid waste management facility or facilities; that all sewage generated or originated within their respective boundaries or portions thereof, subject to such exceptions as may be determined to be in the public interest, shall be delivered to a specified sewage facility or facilities; that all water used or consumed within their respective boundaries or portion thereof, subject to such exceptions as may be determined to be in the public interest, shall be supplied, transported or distributed by a specified water facility or facilities. Any such local law shall be adopted in accordance with the procedure provided by the municipal home rule law. Nothing contained in this title shall be deemed or construed to alter the power granted under section twenty hundred forty-eight-s of this chapter.

2. Each participating county and each such municipality is hereby authorized to resell or otherwise dispose of all or any part of the

materials, energy, by-products or residue purchased, received or obtained from the authority pursuant to subdivision one of this section. Any resale or other disposition may be made in such manner as such participating county or such municipality may deem proper and upon such terms and conditions as may be agreed upon by the parties thereto.

3. Each participating county and each such municipality shall have the 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 authority.

4. Notwithstanding any other law, general, special or local, any contract entered into by a participating county or municipality in connection with, or in any manner relating to any project may be for such term or duration as may be agreed upon by the parties thereto, including that any such contract may provide that the same shall remain in full force and effect so long as the bonds issued for or in connection with such project, including any renewals thereof, shall remain outstanding or until adequate provision has been made for the payment or satisfaction thereof.

5. Any contract entered into pursuant to this section to which the authority shall be a party may be pledged by the authority as security for any issue of bonds, and may be assigned, in whole or in part, by the authority to any public corporation or person which shall construct, purchase, lease or otherwise acquire any project, or part thereof, financed in whole or in part by the authority.