



WHEELED BIN REPLACEMENT/REPAIR POLICY

WHEREAS the purpose of this policy is to determine the provisions relating to wheeled bins belonging to the Municipality and intended for organic, recyclable and residual materials (waste), in the event of theft, breakage or damage;

WHEREAS it is also intended to define the roles and responsibilities of the various stakeholders involved in the application of this policy;

WHEREAS Council adopted this policy at its regular meeting of November 6, 2023, in accordance with Resolution No. 2023-213;

CONSEQUENTLY, IT IS DECREED AND RULED AS FOLLOWS:

1. REPLACEMENT OF STOLEN BINS

In the case of stolen bins, residents must call the Sûreté du Québec to report the incident. The citizen must then provide the call number to the municipality when requesting a replacement. One or more replacement bins will then be delivered to the resident. The owner is responsible for paying 100% of the costs of the replacement and delivery.

2. DAMAGED BINS

In the event of any damage to bins or bin parts, residents must submit a request to the municipality, including :

- a description of the damaged bin and/or parts;
- the serial number on the bin, if applicable;
- the address where the complaint originates.

Once this information has been received, the claim will be processed according to the following procedure and at the cost price of the container/part plus applicable taxes, adding 10% on the price before taxes for delivery and labour costs, if applicable:

a) If it is proven that the breakage is the result of mishandling by the contractor carrying out the collection, the bin/part will be replaced and delivered free of charge by the municipality. The contractor will then be invoiced by the municipality.

b) If the damage to the bin/part is due to a manufacturing defect: see Article 7.

c) If the bin/part breaks due to wear and tear: see Article 7.

d) If the bin has been damaged by misuse by the occupant of the building (burned, crushed, sawed, etc.) or by a private contractor performing a service requested by the owner or occupant of the building (snow removal, excavation, etc.), the Municipality will replace and deliver the bin or broken parts, at the owner's expense.

e) If it is proven that the bin was damaged by a public contractor (e.g. snow removal, excavation, etc.) in the hours preceding or following collection, the Municipality will replace and deliver the bin at its expense.

3. NEW CONSTRUCTION

When the new construction is substantially completed or when it is occupied, the Municipality will deliver one black, one blue and one brown bin per dwelling unit, all at the owner's expense, according to the established fees.

New arrivals and owners of new buildings who wish to receive the bins before occupancy must contact the municipality.

4. ADDITIONAL WHEELED BIN

The owner of a building may request an additional wheeled bin for recyclable or organic materials per dwelling unit, or to replace a 240-litre bin with a 360-litre bin, all at no additional cost.

However, to obtain an additional waste bin (in certain exceptional cases), all costs will be assumed by the owner.

5. MODIFIED BINS

Black wheeled bins must be used for household waste only, blue bins for recyclables only and brown bins for organic matter only. All bins must not be modified, painted or used for any other purpose. Similarly, it is forbidden for anyone to alter, conceal or remove the identification number or logo affixed to a wheeled bin.

6. OWNERSHIP OF THE BINS

All residual material bins bearing the municipal logo are the property of the Municipality of Ayer's Cliff and have serial numbers which link them to a property address. It is forbidden for any person to remove a wheeled bin bearing an identification number from the building to which it has been assigned. When moving, the owner, tenant or occupant of the building must leave the wheeled bin at the building to which it has been assigned.

7. REPLACEMENT/REPAIR LIMITS

In order to prevent abuse, it should be noted that the municipality will repair or replace bins free of charge at reasonable intervals. Thereafter, any other request will be entirely at the owner's expense.

- REPLACEMENT: Each property will be entitled to have its bin replaced and delivered free of charge a maximum of 1 time/10 years. The 2nd time within this 10-year period: a fee representing 50% of the costs will be charged for the bin and delivery and the other times within this 10-year period: 100% plus delivery costs.

- REPAIRS: each property will be entitled to a maximum of 1 repair/2 years free of charge and a maximum of 4 repairs/10 years in total free of charge.

Please note that when requesting a repair or replacement, the bin must be empty otherwise it will not be collected.