

Tariff No. 22

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Company Name/Permit Number: Waste Management of Washington, Inc./G-237

Registered Trade Name: Waste Management – South Sound and Waste Management of Seattle

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**Item 30 – Limitations of Service**

**Refusal of service.** A solid waste collection company may refuse to:

- (a) Pick up materials from points where it is hazardous, unsafe, or dangerous to persons, property, or equipment to operate vehicles due to the conditions of streets, alleys, or roads.
- (b) Pick up materials that are not accepted by the disposal site named in the company's tariffs, or materials that are hazardous, unsafe, or pose a danger to persons, property, or equipment.
- (c) Drive into private property when, in the company's judgment, driveways or roads are improperly constructed or maintained, do not have adequate turn-arounds, or have other unsafe conditions.
- (d) Enter private property to pick up material while an animal considered or feared to be vicious is loose.  
The customer will be required to confine the animal on pickup days.

**Schedules.** A company's schedule will meet reasonable requirements and will comply with local service level ordinances.

**Missed pickups due to weather or road conditions.** Pickup of materials may be missed due to weather or road conditions. If the accumulated material (solid waste and/or recyclables, and/or yardwaste) is collected on the next scheduled or available pickup date, the company is not obligated to extend credit for the missed pickup. The customer will not be charged for overfilled receptacles, or for materials set out in bags on top of or next to the customer's normal receptacles if the amount of extra material does not exceed the amount that would have reasonably been expected to accumulate due to missed pickups.

**Missed pickups due to labor disputes, union strikes or other employee actions.** Customer pickups may also be impacted by labor disputes, union strikes, or other employee actions, which directly or indirectly impact the company's employees and its customers. In such event, the company will take all necessary actions consistent with its collective bargaining agreements and applicable law to continue to provide service to customers. If disruptions occur, all necessary steps in the interests of public health and safety will be undertaken to resume regular service. Affected customers with accumulated materials, including solid waste and/or recyclables and yard waste will be collected on the next scheduled or available pickup date. The company will not extend credit for the missed pickup but customers will also not be charged for overfilled containers, receptacles or extras set out in bags on top of or next to the customer's regular receptacle if the amount of extra material does not exceed the amount that would have reasonably been expected to accumulate due to missed pickups. (C)

**Due care.** Other than to offer reasonable care, the company assumes no responsibility for articles left on or near solid waste receptacles.

**Liability for damage.** When a customer requests that a company provide service and damage occurs to the customer's driveway due to reasons not in the control of the company, the company will assume no responsibility for the damage.

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Issued by: Michael A. Weinstein, Senior Pricing Manager, Pacific Northwest Market Area

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