

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. _____)*

USA Waste Services, Inc.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

90291710

(CUSIP Number)

John G. Rangos, Sr. (412) 244-6115
10700 Frankstown Road
Pittsburgh, Pennsylvania

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

June 30, 1995

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box .

Check the following box if a fee is being paid with the statement . (A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of five percent or less of such class) (See Rule 13d-7).

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities

Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

90291710

CUSIP No. _____

- 1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
John G. Rangos, Sr.
###-##-####
- 2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) (b) _____
- 3 SEC USE ONLY
- 4 SOURCE OF FUNDS*
00
- 5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS
REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)
- 6 CITIZENSHIP OR PLACE OF ORGANIZATION
United States
- | | | |
|----------------------------|----|-------------------------------------|
| | 7 | SOLE VOTING POWER
7,733,911 |
| NUMBER OF SHARES | 8 | SHARED VOTING POWER
-0- |
| BENEFICIALLY OWNED BY | 9 | SOLE DISPOSITIVE POWER
7,733,911 |
| EACH REPORTING PERSON WITH | 10 | SHARED DISPOSITIVE POWER
-0- |
- 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
7,733,911
- 12 CHECK BOX IF THE AGGREGATE AMOUNT IN
ROW (11) EXCLUDES CERTAIN SHARES* _____
- 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
15.2%
- 14 TYPE OF REPORTING PERSON*
IN
- *SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7
(INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION

SCHEDULE 13D

90291710

CUSIP No. _____

- 1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
John G. Rangos, Jr.
###-##-####
- 2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a)
(b)
- 3 SEC USE ONLY
- 4 SOURCE OF FUNDS*
00
- 5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS
REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) _____
- 6 CITIZENSHIP OR PLACE OF ORGANIZATION
United States
- | | | |
|----------------------------|----|---------------------------------------|
| | 7 | SOLE VOTING POWER
841,120 |
| NUMBER OF SHARES | 8 | SHARED VOTING POWER
1,210,008 |
| BENEFICIALLY OWNED BY | 9 | SOLE DISPOSITIVE POWER
841,120 |
| EACH REPORTING PERSON WITH | 10 | SHARED DISPOSITIVE POWER
1,210,008 |
- 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
2,051,128
- 12 CHECK BOX IF THE AGGREGATE AMOUNT IN
ROW (11) EXCLUDES CERTAIN SHARES* _____
- 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
4.0%
- 14 TYPE OF REPORTING PERSON*
IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7
(INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION

SCHEDULE 13D

90291710

CUSIP No. _____

- 1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
Alexander W. Rangos
###-##-####
- 2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a)
(b)
- 3 SEC USE ONLY
- 4 SOURCE OF FUNDS*
00
- 5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS
REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) _____
- 6 CITIZENSHIP OR PLACE OF ORGANIZATION
United States
- | | | | |
|----------------------------|----|--------------------------|--|
| | 7 | SOLE VOTING POWER | |
| | | 812,121 | |
| NUMBER OF SHARES | 8 | SHARED VOTING POWER | |
| | | 1,210,008 | |
| BENEFICIALLY OWNED BY | 9 | SOLE DISPOSITIVE POWER | |
| | | 812,121 | |
| EACH REPORTING PERSON WITH | 10 | SHARED DISPOSITIVE POWER | |
| | | 1,210,008 | |
- 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
2,022,129
- 12 CHECK BOX IF THE AGGREGATE AMOUNT IN
ROW (11) EXCLUDES CERTAIN SHARES* _____
- 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
4.0%
- 14 TYPE OF REPORTING PERSON*
IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7
(INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION

SCHEDULE 13D

90291710

CUSIP No. _____

- 1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
John Rangos Development Corporation, Inc.
25-1682342
- 2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) ___
(b) ___
- 3 SEC USE ONLY
- 4 SOURCE OF FUNDS*
00
- 5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS
REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) _____
- 6 CITIZENSHIP OR PLACE OF ORGANIZATION
United States
- | | | | |
|----------------------------|----|--------------------------|--|
| | 7 | SOLE VOTING POWER | |
| | | 1,210,008 | |
| NUMBER OF SHARES | 8 | SHARED VOTING POWER | |
| | | -0- | |
| BENEFICIALLY OWNED BY | 9 | SOLE DISPOSITIVE POWER | |
| | | 1,210,008 | |
| EACH REPORTING PERSON WITH | 10 | SHARED DISPOSITIVE POWER | |
| | | -0- | |
- 11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
1,210,008
- 12 CHECK BOX IF THE AGGREGATE AMOUNT IN
ROW (11) EXCLUDES CERTAIN SHARES* _____
- 13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
2.4%
- 14 TYPE OF REPORTING PERSON*
CO

*SEE INSTRUCTIONS BEFORE FILLING OUT!

INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7
(INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION

Item 1. Security and Issuer.

The class of securities to which this statement relates is shares of common stock, par value U.S. \$.01 (the "Company Shares") of USA Waste Services, Inc., an Delaware corporation ("USA Waste"), whose principal executive office is located at 5000 Quorum Drive, Suite 300, Dallas, Texas 75240.

Item 2. Identity and Background.

This statement relates to the ownership of Company Shares by John G. Rangos, Sr., John G. Rangos, Jr., Alexander W. Rangos and John Rangos Development Corporation, Inc. John G. Rangos, Jr. and Alexander W. Rangos are the sons of John G. Rangos, Sr. and together control and are the sole officers and directors of John Rangos Development Corporation, Inc. John G. Rangos, Sr., John G. Rangos, Jr., Alexander W. Rangos, and John Rangos Development Corporation, Inc. constitute a group within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, with respect to the acquisition of Company Shares.

John G. Rangos, Sr.:

(a) John G. Rangos, Sr.

(b) His business address is 10700 Frankstown Road, Pittsburgh, Pennsylvania.

(c) John G. Rangos, Sr. was CEO and Chairman of Chambers Development Company, Inc., a Delaware corporation ("Chambers"), whose address is 10700 Frankstown Road, Pittsburgh, Pennsylvania prior to June 30, 1995. Currently John G. Rangos, Sr. is Vice Chairman of USA Waste, whose address is 5000 Quorum Drive, Suite 300, Dallas, Texas.

(d) John G. Rangos, Sr. has not, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) John G. Rangos, Sr. has not, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of which he was or is subject to a judgment, decree or final order enjoining future violation of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws, other than an Order Instituting Proceedings Pursuant to Section 21C of the Securities Exchange Act of 1934, Making Findings, and Cease and Desist Order, dated May 9, 1995, in which the Securities Exchange Commission accepted the offer of settlement by John G. Rangos, Sr. in a matter that involved violations of Chambers of the reporting, internal controls and recordkeeping provisions of the Exchange Act in which Chambers issued false financial statements in its Forms 10-K and 10-Q filed with the Securities and Exchange Commission from at least May 1989 through November 1991.

(f) John G. Rangos, Sr. is a citizen of the United States.

John G. Rangos, Jr.:

(a) John G. Rangos, Jr.

(b) His business address is 10700 Frankstown Road, Pittsburgh, Pennsylvania.

(c) John G. Rangos, Jr. was Vice Chairman-Secretary of Chambers, whose address is 10700 Frankstown Road, Pittsburgh, Pennsylvania prior to June 30, 1995. Currently John G. Rangos, Jr. is president of John Rangos Development Corporation, Inc. and a consultant to USA Waste.

(d) John G. Rangos, Jr. has not, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) John G. Rangos, Jr. has not, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of which he was or is subject to a judgment, decree or final order enjoining future violation of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) John G. Rangos, Jr. is a citizen of the United States.

Alexander W. Rangos:

(a) Alexander W. Rangos

(b) His business address is 10700 Frankstown Road, Pittsburgh, Pennsylvania.

(c) Alexander W. Rangos was President and COO of Chambers, whose address is 10700 Frankstown Road, Pittsburgh, Pennsylvania prior to June 30, 1995. Currently Alexander W. Rangos is Executive Vice President - Corporate Development of USA Waste, whose address is whose address is 5000 Quorum Drive, Suite 300, Dallas, Texas.

(d) Alexander W. Rangos has not, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) Alexander W. Rangos has not, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of which he was or is subject to a judgment, decree or final order enjoining future violation of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Alexander W. Rangos is a citizen of the United States.

John Rangos Development Corporation, Inc.:

(a) John Rangos Development Corporation, Inc. is a corporation incorporated in the State of Pennsylvania. It is the parent company of Associates International, Inc., a company that deals in fine arts. Its principal office is 10700 Frankstown Road, Pittsburgh, Pennsylvania.

(d) John Rangos Development Corporation, Inc. has not, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) John Rangos Development Corporation has not, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of which it was or is subject to a judgment, decree or final order enjoining future violation of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

In addition, the sole directors of John Rangos Development Corporation, Inc. are John G. Rangos and Alexander W. Rangos who each control 45% of the corporation. John G. Rangos is the president and Alexander W. Rangos is the treasurer and secretary of John Rangos Development Corporation, Inc. Information regarding John G. Rangos and Alexander W. Rangos has been provided above.

Item 3. Source and Amount of Funds and Other Consideration

Pursuant to an Amended and Restated Agreement and Plan of Merger dated as of November 28, 1994 (the "Merger Agreement") the Rangos Family Members and John Rangos Development Corporation, Inc. received their Company Shares pursuant to the merger of Chambers and Chambers Acquisition Corporation, a wholly-owned subsidiary of USA Waste (the "Merger"). At the closing under the Merger Agreement, each share of Chamber's common stock, par value \$.50 per share, and Class A common stock, par value \$.50 per share, was converted into the right to receive .41667 of a Company Share.

Prior to the Merger, John G. Rangos, Sr. had sole voting and dispositive power of 8,963,120 shares of Class A common stock of Chambers and 9,598,120 shares of common stock of Chambers, which were converted into 7,733,911 Company Shares pursuant to the Merger. John G. Rangos, Jr. had sole voting and dispositive power of 678,940 shares of Class A common stock of Chambers and 1,194,040 shares of common stock of Chambers, which were converted into 780,413 Company Shares pursuant to the Merger. Alexander W. Rangos had sole voting and dispositive power of 589,340 shares of Class A common stock of Chambers and 1,214,040 shares of common stock of Chambers, which were converted into 751,414 Company Shares pursuant to the Merger. John Rangos Development Corporation, Inc. owned of record 1,452,000 shares of Class A common stock of Chambers and 1,452,000 shares of common stock of Chambers, which were converted into 1,210,008 Company Shares pursuant to the Merger Agreement.

In addition, John G. Rangos, Jr. also received options to acquire an aggregate of 60,707 Company Shares and Alexander W. Rangos received options to acquire an aggregate of 60,707 Company Shares in exchange for options that each of them held in Chambers.

Item 4. Purpose of the Transaction.

The Rangos Family Members and John Rangos Development Corporation, Inc. acquired the Company Shares pursuant to the Merger. The Rangos Family Members and John Rangos Development Corporation, Inc. acquired their stock in USA Waste as an investment and to exercise influence over USA Waste to the extent their ownership of the Company Shares permit them to exercise influence. Pursuant to the Shareholders Agreement executed in connection with the Merger Agreement (see Item 6 below), John G. Rangos, Sr. and Alexander W. Rangos, at the effective time of the Merger, became directors of USA Waste.

Depending on market conditions and other factors, each of the Rangos Family Members and John Rangos Development Corporation, Inc. may either purchase additional Company Shares from time to time in the open market or in private transactions or at some future time, subject to their obligations under their respective Affiliate Agreements (see Item 6 below), sell all of some of their Company Shares.

Except as described above, the Rangos Family Members and John Rangos Development Corporation, Inc. have no plans or proposals that would result in:

- (a) the acquisition by any person of additional securities of the issuer, or the disposition of securities of the issuer;
- (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the issuer or any of its subsidiaries;
- (c) a sale or transfer of a material amount of assets of the issuer or any of its subsidiaries;
- (d) any change in the present board of directors or management of the issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) any material change in the present capitalization or dividend policy of the issuer;
- (f) any other material change in the issuer's business or corporate structure;
- (g) changes in the issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the issuer by any person;

(h) causing a class of securities of the issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;

(i) a class of equity securities of the issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or

(j) any action similar to any of those enumerated above.

Item 5. Interest in the Securities of the Issuer.

John G. Rangos, Sr.

(a) John G. Rangos, Sr. beneficially owns 7,733,911 Company Shares representing 15.2% of the Company Shares.

(b) John G. Rangos, Sr. has the sole power to vote and direct the disposition of 7,733,911 Company Shares. He does not share power to vote any Company Shares.

(c) Other than as described above, John G. Rangos, Sr. has not engaged in any transactions in Company Shares in the past 60 days.

(d) No person other than John G. Rangos, Sr. has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of the Company Shares reported as owned by him in this statement.

(e) Not applicable.

John G. Rangos, Jr.

(a) John G. Rangos, Jr. beneficially owns 2,051,128 Company Shares (which includes the 780,413 Company Shares that he holds directly, the 60,707 Company Shares in which he owns an option, and the 1,210,008 Company Shares owned by John Rangos Development Corporation, Inc.) representing 4.0% of the Company Shares.

(b) John G. Rangos, Jr. has the sole power to vote and direct the disposition of 841,120 Company Shares. He has the shared power to vote the 1,210,008 Company Shares owned by John Rangos Development Corporation, Inc.

(c) Other than as described above, John G. Rangos, Jr. has not engaged in any transactions in Company Shares in the past 60 days.

(d) No person other than John G. Rangos, Jr. has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of the Company Shares reported as owned by him in this statement.

(e) Not applicable.

Alexander Rangos

(a) Alexander W. Rangos beneficially owns 2,022,129 Company Shares (which includes the 751,414 Company Shares that he holds directly, the 60,707 Company Shares in which he owns an option, and the 1,210,008 Company Shares owned by John Rangos Development Corporation, Inc.) representing 4.0% of the Company Shares.

(b) Alexander W. Rangos has the sole power to vote and direct the disposition of 812,121 Company Shares. He has the shared power to vote the 1,210,008 Company Shares owned by John Rangos Development Corporation, Inc.

(c) Other than as described above, Alexander W. Rangos has not engaged in any transactions in Company Shares in the past 60 days.

(d) No person other than Alexander W. Rangos has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of the Company Shares reported as owned by him in this statement.

(e) Not applicable.

John Rangos Development Corporation, Inc.

(a) John Rangos Development Corporation, Inc. owns of record 1,210,008 Company Shares representing 2.4% of the Company Shares.

(b) John Rangos, Jr. and Alexander W. Rangos shares the power to vote and direct the disposition of 1,210,008 Company Shares.

(c) Other than as described above, the John Rangos Development Corporation, Inc. has not engaged in any transactions in Company Shares in the past 60 days.

(d) No person other than John Rangos Development Corporation, Inc. has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of the Company Shares reported as owned by it in this statement.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

In connection with the Merger, John G. Rangos, Sr., John G. Rangos, Jr., Alexander W. Rangos and John Rangos Development Corporation, Inc. have each entered into separate Affiliate Agreements dated June 27, 1995 with USA Waste as set forth in Exhibits 1, 2, 3 and 4, which prohibit each of them from offering to sell, selling or otherwise disposing of any Company Shares issued pursuant to the Merger Agreement, except pursuant to an effective registration statement or in compliance with Rule 145 under the

Securities Act or in a transaction which, in the opinion of legal counsel satisfactory of USA Waste, is exempt from the registration requirements of the Securities Act and, in any case, until after the results covering 30 days of post-merger combined operations of USA Waste and Chambers have been filed with the SEC, sent to stockholders of USA Waste or otherwise publicly issued.

In addition, John G. Rangos, Sr., John G. Rangos, Jr. and Alexander W. Rangos have entered into a Shareholders Agreement dated June 30, 1995 among USA Waste, Donald F. Moorehead, Jr., John E. Drury ("Donald F. Moorehead, Jr. and John E. Drury are referred to collectively herein as the "Company Stockholders") and the John Rangos Development Corporation, Inc., as set forth in Exhibit 5 (the "Shareholders Agreement"). The Shareholders Agreement provides that USA Waste and the Company Stockholders will use their best efforts to (1) include at all times two persons on the board of directors of USA Waste who are designated by the Rangos Family Members, (2) establish and maintain an Executive Committee of the Board of Directors consisting of five directors, two of whom are designed by the Rangos Family Members. Finally, the Shareholders Agreement provides that USA Waste and the Company Stockholders agree to use their best efforts to cause USA Waste to amend its bylaws to provide that USA Waste will not take certain actions unless such action has been approved by the affirmative vote of at least 2/3 of the member of the Board of Directors. The term of the Shareholders Agreement will continue until such time as the aggregate number of shares of Company Shares beneficially held by the Rangos Family Members is less than 5% of the issued and outstanding shares of Company Shares.

Item 7. Material to be Filed as Exhibits.

1. Exhibit 1 - Affiliate Agreement dated June 27, 1995 between John Rangos, Sr. and USA Waste.

2. Exhibit 2 - Affiliate Agreement dated June 27, 1995 between John Rangos, Jr. and USA Waste.

3. Exhibit 3 - Affiliate Agreement dated June 27, 1995 between Alexander W. Rangos and USA Waste.

4. Exhibit 4 - Affiliate Agreement dated June 27, 1995 between John Rangos Development Corporation, Inc. and USA Waste.

5. Exhibit 5 - Shareholders Agreement dated June 30, 1995 among the Rangos Family Members, USA Waste, Donald F. Moorehead, Jr., John E. Drury and the John Rangos Development Corporation, Inc.,

Signature

After reasonable inquiry and to the best knowledge and belief of the undersigned, the undersigned hereby certify that the information set forth in this statement is true, complete and correct.

July 10, 1995

/s/ John G. Rangos, Sr.

John G. Rangos, Sr.

/s/ John G. Rangos, Jr.

John G. Rangos, Jr.

/s/ Alexander W. Rangos

Alexander W. Rangos

JOHN RANGOS DEVELOPMENT CORPORATION, INC.

/s/ John G. Rangos, Jr.

BY: _____
Name: John G. Rangos, Jr.
Title: President

USA Waste Services, Inc.
5000 Quorum Drive, Suite 300
Dallas, Texas 75240

Re: Restrictions on Shares

Gentlemen:

I have been advised that I may be deemed to be an "affiliate" of Chambers Development Company, Inc., a Delaware corporation ("Chambers"), as that term is defined for purposes of paragraphs (c) and (d) of Rule 145 ("Rule 145") of the rules and regulations of the Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "Securities Act").

I understand that Chambers, USA Waste Services, Inc., an Oklahoma corporation ("USA Oklahoma"), and Chambers Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of USA Oklahoma ("Subsidiary"), have entered into an Amended and Restated Agreement and Plan of Merger dated as of November 28, 1994 (the "Merger 1 Agreement"), pursuant to which the Subsidiary will be merged with and into Chambers ("Merger 1"). As a result of Merger 1, (i) Chambers will be the surviving corporation and (ii) each outstanding share of Common Stock and Class A Common Stock of Chambers will be converted into and exchangeable for .41667 of a share of common stock, \$.01 par value, of USA Oklahoma ("USA Oklahoma Common Stock").

I also understand USA Oklahoma and USA Waste Services, Inc., a Delaware corporation and a wholly-owned subsidiary of USA Oklahoma ("USA Delaware"), have entered into an Agreement and Plan of Merger dated as of June 27, 1995 (the "Merger 2 Agreement" and, together with the Merger 1 Agreement, the "Merger Agreements"), pursuant to which USA Oklahoma will be merged with and into USA Delaware ("Merger 2" and, together with Merger 1, the "Mergers"). As a result of Merger 2, (i) USA Delaware will be the surviving corporation and (ii) each outstanding share of USA Oklahoma Common Stock (including shares of USA Oklahoma Common Stock issued pursuant to Merger 1) will be converted into one share of common stock, \$.01 par value, of USA Delaware ("USA Delaware Common Stock").

In order to induce Chambers, USA Oklahoma and the Subsidiary to proceed with Merger 1 and in order to induce the USA Oklahoma and USA Delaware to proceed with Merger 2, I represent, warrant and agree for the benefit of Chambers, USA Oklahoma and USA Delaware as follows:

1. I will not offer to sell, sell or otherwise dispose of any shares of USA Oklahoma Common Stock or USA Delaware Common Stock issued to me in the Mergers (the "Shares"), except (i) pursuant to an effective registration statement filed by USA Delaware with the SEC under the Securities Act, (ii) in compliance with Rule 145 of the Securities Act, as in effect at the time of sale, or (iii) in a transaction which, in the opinion of legal counsel satisfactory to USA Delaware, is exempt from the registration requirements of the Securities Act and, in any case, until after the results covering 30 days of post-merger combined operations of Chambers, USA Oklahoma and USA Delaware have been filed with the SEC, sent to stockholders of USA Delaware or otherwise publicly issued.

2. I understand and agree that USA Delaware is under no obligation to register the sale, transfer or other disposition

2 of 3

of the Shares or to take any other action necessary for the purpose of making available to me an exemption from registration under the Securities Act.

3. I also understand and agree that stop transfer instructions will be issued with respect to the Shares and that the following legend will be placed on the certificates representing the Shares or any certificates delivered in substitution therefor:

"The shares represented by this certificate were issued in a transaction to which the limitations on distributions, sales, transfers or other dispositions of securities imposed by Rule 145 under the Securities Act of 1933 apply. The shares represented by this certificate may only be transferred in accordance with the terms of a letter agreement dated June 27, 1995 between the registered holder and USA Waste Services, Inc., a copy of which agreement is on file at the principal offices of USA Waste Services, Inc."

4. I further understand and agree that, unless the transfer by me of Shares is a sale made in conformity with the provisions of Rule 145(d) or made pursuant to an effective registration statement under the Securities Act, USA Delaware may, at its election, place the following legend on the certificates issued to my transferee:

"The shares represented by this certificate have not been registered under the Securities Act of 1933 and were acquired from a person who received such shares in a transaction to which the limitations on distributions, sales, transfers or other dispositions of securities imposed by Rule 145 under the Securities Act of 1933 apply. The shares have been acquired by the holder not with a view to, or for resale in connection with, any distribution thereof within the meaning of the Securities Act of 1933 and may not be sold, pledged or otherwise transferred except in accordance with an exemption from the registration requirements of the Securities Act of 1933."

5. It is understood and agreed that the legends set forth in paragraphs 3 and 4 above shall be removed by delivery of substitute certificates without any legend if I shall have delivered to USA Delaware a copy of a letter from the staff of the SEC, or an opinion of counsel in form and substance satisfactory to USA Delaware, to the effect that no such legend is required for purposes of the Securities Act.

I have carefully read this letter and understand the limitations imposed upon the distribution, sale, transfer or other disposition of Shares by me.

Very truly yours,

/s/ John G. Rangos, Sr.

John G. Rangos, Sr.

Agreed to and accepted as of
the date first above written.

USA WASTE SERVICES, INC.

By: /s/ Earl E. DeFrates

Name: Earl E. DeFrates

Title: Executive Vice President

USA Waste Services, Inc.
5000 Quorum Drive, Suite 300
Dallas, Texas 75240

Re: Restrictions on Shares

Gentlemen:

I have been advised that I may be deemed to be an "affiliate" of Chambers Development Company, Inc., a Delaware corporation ("Chambers"), as that term is defined for purposes of paragraphs (c) and (d) of Rule 145 ("Rule 145") of the rules and regulations of the Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "Securities Act").

I understand that Chambers, USA Waste Services, Inc., an Oklahoma corporation ("USA Oklahoma"), and Chambers Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of USA Oklahoma ("Subsidiary"), have entered into an Amended and Restated Agreement and Plan of Merger dated as of November 28, 1994 (the "Merger 1 Agreement"), pursuant to which the Subsidiary will be merged with and into Chambers ("Merger 1"). As a result of Merger 1, (i) Chambers will be the surviving corporation and (ii) each outstanding share of Common Stock and Class A Common Stock of Chambers will be converted into and exchangeable for .41667 of a share of common stock, \$.01 par value, of USA Oklahoma ("USA Oklahoma Common Stock").

I also understand USA Oklahoma and USA Waste Services, Inc., a Delaware corporation and a wholly-owned subsidiary of USA Oklahoma ("USA Delaware"), have entered into an Agreement and Plan of Merger dated as of June 27, 1995 (the "Merger 2 Agreement" and, together with the Merger 1 Agreement, the "Merger Agreements"), pursuant to which USA Oklahoma will be merged with and into USA Delaware ("Merger 2," and, together with Merger 1, the "Mergers"). As a result of Merger 2, (i) USA Delaware will be the surviving corporation and (ii) each outstanding share of USA Oklahoma Common Stock (including shares of USA Oklahoma Common Stock issued pursuant to Merger 1) will be converted into one share of common stock, \$.01 par value, of USA Delaware ("USA Delaware Common Stock").

In order to induce Chambers, USA Oklahoma and the Subsidiary to proceed with Merger 1 and in order to induce the USA Oklahoma and USA Delaware to proceed with Merger 2, I represent, warrant and agree for the benefit of Chambers, USA Oklahoma and USA Delaware as follows:

1. I will not offer to sell, sell or otherwise dispose of any shares of USA Oklahoma Common Stock or USA Delaware Common Stock issued to me in the Mergers (the "Shares"), except (i) pursuant to an effective registration statement filed by USA Delaware with the SEC under the Securities Act, (ii) in compliance with Rule 145 of the Securities Act, as in effect at the time of sale, or (iii) in a transaction which, in the opinion of legal counsel satisfactory to USA Delaware, is exempt from the registration requirements of the Securities Act and, in any case, until after the results covering 30 days of post-merger combined operations of Chambers, USA Oklahoma and USA Delaware have been filed with the SEC, sent to stockholders of USA Delaware or otherwise publicly issued.

2. I understand and agree that USA Delaware is under no obligation to register the sale, transfer or other disposition

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of the Shares or to take any other action necessary for the purpose of making available to me an exemption from registration under the Securities Act.

3. I also understand and agree that stop transfer instructions will be issued with respect to the Shares and that the following legend will be placed on the certificates representing the Shares or any certificates delivered in substitution therefor:

"The shares represented by this certificate were issued in a transaction to which the limitations on distributions, sales, transfers or other dispositions of securities imposed by Rule 145 under the Securities Act of 1933 apply. The shares represented by this certificate may only be transferred in accordance with the terms of a letter agreement dated June , 1995 between the registered holder and USA Waste Services, Inc., a copy of which agreement is on file at the principal offices of USA Waste Services, Inc."

4. I further understand and agree that, unless the transfer by me of Shares is a sale made in conformity with the provisions of Rule 145(d) or made pursuant to an effective registration statement under the Securities Act, USA Delaware may, at its election, place the following legend on the certificates issued to my transferee:

"The shares represented by this certificate have not been registered under the Securities Act of 1933 and were acquired from a person who received such shares in a transaction to which the limitations on distributions, sales, transfers or other dispositions of securities imposed by Rule 145 under the Securities Act of 1933 apply. The shares have been acquired by the holder not with a view to, or for resale in connection with, any distribution thereof within the meaning of the Securities Act of 1933 and may not be sold, pledged or otherwise transferred except in accordance with an exemption from the registration requirements of the Securities Act of 1933."

5. It is understood and agreed that the legends set forth in paragraphs 3 and 4 above shall be removed by delivery of substitute certificates without any legend if I shall have delivered to USA Delaware a copy of a letter from the staff of the SEC, or an opinion of counsel in form and substance satisfactory to USA Delaware, to the effect that no such legend is required for purposes of the Securities Act.

I have carefully read this letter and understand the limitations imposed upon the distribution, sale, transfer or other disposition of Shares by me.

Very truly yours,

/s/ John G. Rangos, Jr.

John G. Rangos, Jr.

Agreed to and accepted as of
the date first above written.

USA WASTE SERVICES, INC.

By: /s/ Earl E. DeFrates

Name: Earl E. DeFrates

Title: Executive Vice President

USA Waste Services, Inc.
5000 Quorum Drive, Suite 300
Dallas, Texas 75240

Re: Restrictions on Shares

Gentlemen:

I have been advised that I may be deemed to be an "affiliate" of Chambers Development Company, Inc., a Delaware corporation ("Chambers"), as that term is defined for purposes of paragraphs (c) and (d) of Rule 145 ("Rule 146,") of the rules and regulations of the Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "Securities Act").

I understand that Chambers, USA Waste Services, Inc., an Oklahoma corporation ("USA Oklahoma"), and Chambers Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of USA Oklahoma ("Subsidiary"), have entered into an Amended and Restated Agreement and Plan of Merger dated as of November 28, 1994 (the "Merger 1 Agreement"), pursuant to which the Subsidiary will be merged with and into Chambers ("Merger 1"). As a result of Merger 1, (i) Chambers will be the surviving corporation and (ii) each outstanding share of Common Stock and Class A Common Stock of Chambers will be converted into and exchangeable for .41667 of a share of common stock, \$.01 par value, of USA Oklahoma ("USA Oklahoma Common Stock").

I also understand USA Oklahoma and USA Waste Services, Inc., a Delaware corporation and a wholly-owned subsidiary of USA Oklahoma ("USA Delaware"), have entered into an Agreement and Plan of Merger dated as of June 27, 1995 (the "Merger 2 Agreement" and, together with the Merger 1 Agreement, the "Merger Agreements"), pursuant to which USA Oklahoma will be merged with and into USA Delaware ("Merger 2" and, together with Merger 1, the "Mergers"). As a result of Merger 2, (i) USA Delaware will be the surviving corporation and (ii) each outstanding share of USA Oklahoma Common Stock (including shares of USA Oklahoma Common Stock issued pursuant to Merger 1) will be converted into one share of common stock, \$.01 par value, of USA Delaware ("USA Delaware Common Stock").

In order to induce Chambers, USA Oklahoma and the Subsidiary to proceed with Merger 1 and in order to induce the USA Oklahoma and USA Delaware to proceed with Merger 2, I represent, warrant and agree for the benefit of Chambers, USA Oklahoma and USA Delaware as follows:

1. I will not offer to sell, sell or otherwise dispose of any shares of USA Oklahoma Common Stock or USA Delaware Common Stock issued to me in the Mergers (the "Shares"), except (i) pursuant to an effective registration statement filed by USA Delaware with the SEC under the Securities Act, (ii) in compliance with Rule 145 of the Securities Act, as in effect at the time of sale, or (iii) in a transaction which, in the opinion of legal counsel satisfactory to USA Delaware, is exempt from the registration requirements of the Securities Act and, in any case, until after the results covering 30 days of past-merger combined operations of Chambers, USA Oklahoma and USA Delaware have been filed with the SEC, sent to stockholders of USA Delaware or otherwise publicly issued.

2. I understand and agree that USA Delaware is under no obligation to register the sale, transfer or other disposition

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of the Shares or to take any other action necessary for the purpose of making available to me an exemption from registration under the Securities Act.

3. I also understand and agree that stop transfer instructions will be issued with respect to the Shares and that the following legend will be placed on the certificates representing the Shares or any certificates delivered in substitution therefor:

"The shares represented by this certificate were issued in a transaction to which the limitations on distributions, sales, transfers or other dispositions of securities imposed by Rule 145 under the Securities Act of 1933 apply. The shares represented by this certificate may only be transferred in accordance with the terms of a letter agreement dated June 27, 1995 between the registered holder and USA Waste Services, Inc., a copy of which agreement is on file at the principal offices of USA Waste Services, Inc.

4. I further understand and agree that, unless the transfer by me of Shares is a sale made in conformity with the provisions of Rule 145(d) or made pursuant to an effective registration statement under the Securities Act, USA Delaware may, at its election, place the following legend on the certificates issued to my transferee:

"The shares represented by this certificate have not been registered under the Securities Act of 1933 and were acquired from a person who received such shares in a transaction to which the limitations on distributions, sales, transfers or other dispositions of securities imposed by Rule 145 under the Securities Act of 1933 apply. The shares have been acquired by the holder not with a view to, or for resale in connection with, any distribution thereof within the meaning of the Securities Act of 1933 and may not be sold, pledged or otherwise transferred except in accordance with an exemption from the registration requirements of the Securities Act of 1933."

5. It is understood and agreed that the legends set forth in paragraphs 3 and 4 above shall be removed by delivery of substitute certificates without any legend if I shall have delivered to USA Delaware a copy of a letter from the staff of the SEC, or an opinion of counsel in form and substance satisfactory to USA Delaware, to the effect that no such legend is required for purposes of the Securities Act.

I have carefully read this letter and understand the limitations imposed upon the distribution, sale, transfer or other disposition of Shares by me.

Very truly yours,

/s/ Alexander W. Rangos

Alexander W. Rangos

USA Waste Services, Inc.
5000 Quorum Drive, Suite 300
Dallas, Texas 75240

Re: Restrictions on Shares

Gentlemen:

The undersigned has been advised that it may be deemed to be an "affiliate" of Chambers Development Company, Inc., a Delaware corporation ("Chambers"), as that term is defined for purposes of paragraphs (c) and (d) of Rule 145 ("Rule 146") of the rules and regulations of the Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "Securities Act").

The undersigned understands that Chambers, USA Waste Services, Inc., an Oklahoma corporation ("USA Oklahoma"), and Chambers Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of USA Oklahoma ("Subsidiary"), have entered into an Amended and Restated Agreement and Plan of Merger dated as of November 28, 1994 (the "Merger 1 Agreement"), pursuant to which the Subsidiary will be merged with and into Chambers ("Merger 1"). As a result of Merger 1, (i) Chambers will be the surviving corporation and (ii) each outstanding share of Common Stock and Class A Common Stock of Chambers will be converted into and exchangeable for .41667 of a share of common stock, \$.01 par value, of USA Oklahoma ("USA Oklahoma Common Stock").

The undersigned also understands USA Oklahoma and USA Waste Services, Inc., a Delaware corporation and a wholly-owned subsidiary of USA Oklahoma ("USA Delaware"), have entered into an Agreement and Plan of Merger dated as of June 27, 1995 (the "Merger 2 Agreement" and, together with the Merger 1 Agreement, the "Merger Agreements"), pursuant to which USA Oklahoma will be merged with and into USA Delaware ("Merger 2" and, together with Merger 1, the "Mergers"). As a result of Merger 2, (i) USA Delaware will be the surviving corporation and (ii) each outstanding share of USA Oklahoma Common Stock (including shares of USA Oklahoma Common Stock issued pursuant to Merger 1 will be converted into one share of common stock, \$.01 par value, of USA Delaware ("USA Delaware Common Stock").

In order to induce Chambers, USA Oklahoma and the Subsidiary to proceed with Merger 1 and in order to induce USA Oklahoma and USA Delaware to proceed with Merger 2, the undersigned represents, warrants and agrees for the benefit of Chambers, USA Oklahoma and USA Delaware as follows;

1. The undersigned will not offer to sell, sell or otherwise dispose of any shares of USA Oklahoma Common Stock or USA Delaware Common Stock issued to it in the Mergers (the "Shares"), except (i) pursuant to an effective registration statement filed by USA Delaware with the SEC under the Securities Act, (ii) in compliance with Rule 145 of the Securities Act, as in effect at the time of sale, or (iii) in a transaction which, in the opinion of legal counsel satisfactory to USA Delaware, is exempt from the registration requirements of the Securities Act and, in any case, until after the results covering 30 days of post-merger combined operations of Chambers, USA Oklahoma and USA Delaware have been filed with the SEC, sent to stockholders of USA Delaware or otherwise publicly issued.

2 of 3

2. The undersigned understands and agrees that USA Delaware is under no obligation to register the sale, transfer or other disposition of the Shares or to take any other action necessary for the purpose of making available to it an exemption from registration under the Securities Act.

3. The undersigned also understands and agrees that stop transfer instructions will be issued with respect to the Shares and that the following legend will be placed on the certificates representing the Shares or any certificates delivered in substitution therefor:

"The shares represented by this certificate were issued in a transaction to which the limitations on distributions, sales, transfers or other dispositions of securities imposed by Rule 145 under the Securities Act of 1933 apply. The shares represented by this certificate may only be transferred in accordance with the terms of a letter

agreement dated June , 1995 between the registered holder and USA Waste Services, Inc., a copy of which agreement is on file at the principal offices of USA Waste Services, Inc."

4. The undersigned further understands and agrees that, unless the transfer by it of Shares is a sale made in conformity with the provisions of Rule 145(d) or made pursuant to an effective registration statement under the Securities Act, USA Delaware may, at its election, place the following legend on the certificates issued to a transferee of the undersigned:

"The shares represented by this certificate have not been registered under the Securities Act of 1933 and were acquired from a person who received such shares in a transaction to which the limitations on distributions, sales, transfers or other dispositions of securities imposed by Rule 145 under the Securities Act of 1933 apply. The shares have been acquired by the holder not with a view to, or for resale in connection with, any distribution thereof within the meaning of the Securities Act of 1933 and may not be sold, pledged or otherwise transferred except in accordance with an exemption from the registration requirements of the Securities Act of 1933."

5. It is understood and agreed that the legends set forth in paragraphs 3 and 4 above shall be removed by delivery of substitute certificates without any legend if the undersigned shall have delivered to USA Delaware a copy of a letter from the staff of the SEC, or an opinion of counsel in form and substance satisfactory to USA Delaware, to the effect that no such legend is required for purposes of the Securities Act.

The undersigned has carefully reviewed this letter and understands the limitations imposed upon the distribution, sale, transfer or other disposition of Shares by it.

JOHN RANGOS DEVELOPMENT CORPORATION, INC.

/s/ John G. Rangos, Jr.

Name: John G. Rangos, Jr.

Title: President

Agreed to and accepted as of
the date first above written.

USA WASTE SERVICES, INC.

By: /s/ Earl E. DeFrates

Name: Earl E. DeFrates

Title: Executive Vice President

Shareholders Agreement

This Shareholders Agreement (this "Agreement") is entered into this 30th day of June, 1995, between USA Waste Services, Inc., an Oklahoma corporation (the "Company"); Donald F. Moorehead, Jr., and John E. Drury (Donald F. Moorehead, Jr., and John E. Drury are referred to collectively herein as the "Company Stockholders"); John G. Rangos, Sr., John G. Rangos, Jr., Alexander W. Rangos (John G. Rangos, Sr., John G. Rangos, Jr. and Alexander W. Rangos are referred to collectively herein as the "Rangos Family Members") and John Rangos Development Corporation, Inc., (together with the Rangos Family Members, the "Rangos Shareholders").

RECITALS

The Company, Envirofil, Inc., a Delaware corporation and a wholly owned subsidiary of the Company (the "Subsidiary"), and Chambers Development Company, Inc., a Delaware corporation ("Chambers"), have entered into an Agreement and Plan of Merger dated as of November 28, 1994 (the "Merger Agreement"), pursuant to which the Subsidiary is merging with and into Chambers, with Chambers remaining as the surviving corporation and a wholly-owned subsidiary of the Company (the "Merger").

The Company Stockholders are stockholders and directors of the Company.

Prior to the Effective Time (as defined in the Merger Agreement), the Rangos Shareholders have been stockholders and the Rangos Family Members have been officers and directors of Chambers.

After and as a result of the Merger, the Rangos Shareholders are expected to own, in the aggregate, approximately 21% of the issued and outstanding shares of common stock, par value \$.01 per share (the "Common Stock"), of the Company.

Pursuant to a Rangos Family Master Agreement dated as of the date of the Merger Agreement among the Rangos Family Members, the Company Stockholders and the Company (the "Master Agreement") and entered into as a condition to the Rangos Family Members agreeing to vote their shares of Chambers in favor of the Merger, the Company, the Company Stockholders and the Rangos Family Members agreed to enter into an agreement providing the Rangos Shareholders certain rights to name or participate in the naming of members to the Board of Directors of the Company, to name certain members to the Executive Committee of the Board of Directors of the Company, and to require certain matters to be approved by a two-thirds vote of the Board of Directors of the Company.

In consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the Company, the Company Stockholders and the Rangos Shareholders agree as follows:

Section 1 Term.

The term (the "Term") of this Agreement shall commence at the Effective Time and continue until such time as the aggregate number of shares of Common Stock beneficially held by the Rangos Shareholders and their affiliates (as defined below) is less than five percent (5%) of the issued and outstanding shares of Common Stock. For the purpose of calculating the percentage of shares of Common Stock held by the Rangos Shareholders and their affiliates, all shares that the Rangos Shareholders may acquire upon the exercise or conversion of options, warrants, rights of conversion or other rights to acquire shares (whether or not exercisable at the time of such determination) shall be included in the number of shares held by the Rangos Shareholders and their affiliates and the number of shares issued and outstanding, but shares that may be acquired by other persons pursuant to such rights shall not be included in the number of shares issued and outstanding. For the purposes of this Agreement, an "affiliate" of a person includes (i) if such person is a natural person, such person's spouse, parents, children, siblings, mothers and fathers-in-law, sons and daughters-in-law and brothers and sisters-in-law any trusts established solely for the benefit of any of the foregoing and (ii) any partnership, corporation, joint venture, association or other entity owned and controlled solely by the Rangos Shareholders and any persons included within the preceding clause (i).

Section 2 Board of Directors of the Company.

(a) The Company, the Company Stockholders and the Rangos Shareholders agree that they shall use their best efforts to cause the Board of Directors of the Company immediately after the Effective Time to be increased from seven to nine members and, at all times during the Term of this Agreement, to cause the Board of Directors to consist of no more than nine members, except as otherwise may be required pursuant to governing instruments of securities issued by the Company.

(b) Immediately after the Effective Time, the Company and the Company Stockholders shall use their best efforts to cause John G. Rangos, Sr. and Alexander W. Rangos to be appointed as directors to fill the vacancies created as a result of increasing the size of the Board of Directors. During the Term of this Agreement, the Company and the Company Stockholders shall use their best efforts to cause the Board of Directors to include at all times two persons who are designated by the Rangos Shareholders. The initial designees of the Rangos Shareholders shall be John G. Rangos, Sr. and Alexander W. Rangos. If the designees of the Rangos Shareholders are other than John Rangos, Sr., John Rangos, Jr., or Alexander Rangos, such designees must be reasonably acceptable to the Company. The Company shall, no later than thirty days prior to the mailing of any proxy or information statement with respect to a stockholder meeting at which directors are to be elected, notify the Rangos Shareholders of the date of such mailing; the Rangos Shareholders shall notify the Company of the names of the persons they designate to serve on the Board of Directors of the Company pursuant to this Section no later than ten days prior to the date of such mailing; and the Company and the Company Stockholders shall use their best efforts to have such designees nominated for election as directors and elected as directors. The Rangos Shareholders shall notify the Company of the name of any person they designate to fill a vacancy on the Board of Directors resulting from the resignation or other removal of a person previously designated by the Rangos Shareholders no later than thirty days after such vacancy is created, and the Company and the Company Stockholders

shall use their best efforts to cause the Board of Directors to appoint such person as a director of the Company. For purposes of this Section 2(b), the Company may rely on a notice from John G. Rangos, Sr. as a notification from the Rangos Shareholders, or on a notice from such other person as is designated in a writing signed by all Rangos Shareholders.

(c) During the Term of this Agreement, the Company, the Company Stockholders and the Rangos Shareholders shall use their best efforts to cause the Board of Directors to include at all times (in addition to the two persons who are members pursuant to Section 2(b)) four persons who are approved by at least four members of the Executive Committee of the Board of Directors of the Company and none of whom is an officer or employee of the Company.

(d) During the term of this Agreement, and subject to the provisions of clauses (b) and (c) of this Section 2, the Rangos Shareholders and the Company Stockholders agree to use their best efforts to cause (i) the election (and re-election during the term of this Agreement) of the individuals who constitute the initial Board of Directors immediately following the Effective Time (the "Initial Directors"), and (ii) the selection of and election of persons nominated (consistent with the provisions of Section 2(c) above) by a majority of the Initial Directors to fill any vacancies on the Board of Directors created by the resignation or removal of an Initial Director (other than a vacancy created by the resignation or removal of a designee of the Rangos Shareholders); provided that any person becoming a director subsequent to the date hereof whose election, or nomination for election, was approved consistent with the provisions of Section 2(c) above) by a vote of a majority of the Initial Directors shall be for purposes of this Section 2(d) considered as though such person were an Initial Director.

Section 3 Executive Committee of the Board of Directors of the Company.

(a) The Company and the Company Stockholders agree that at all times during the Term of this Agreement they shall use their best efforts to establish and maintain an Executive Committee of the Board of Directors consisting of five (5) directors.

(b) The Company and the Company Stockholders agree that at all times during the Term of this Agreement they shall use their best efforts to cause the Executive Committee of the Board of Directors to include the two persons designated by the Rangos Shareholders pursuant to Section 2(b) of this Agreement.

Section 4 Approval of Certain Actions.

The Company and the Company Stockholders agree to use their best efforts to cause the Company to amend its by-laws to provide that the Company shall not, and shall not permit any of its subsidiaries to, take any of the following actions unless such action has been approved by the affirmative vote of at least two-thirds ((2/3) of the members of the Board of Directors of the Company:

- (1) Approve or enter into any merger of the Company with or into another entity, or any merger of any

other entity with or into the Company (other than a merger with a wholly-owned subsidiary of the Company) if such entity has assets having a fair market value (as determined in good faith by the Board of Directors) of more than \$5,000,000;

- (2) Approve or enter into any transaction or series of related transactions involving the sale or other transfer of all or substantially all of the assets of the Company;
- (3) Approve the issuance of or issue any shares of, or rights to acquire shares of, the capital stock of the Company (other than pursuant to previously approved employee benefit plans or employee benefit plans consistent with customary practice in the industry);
- (4) Approve or enter into any transaction as a result of which the Company would acquire, directly or through a subsidiary of the Company, assets (whether by purchase, merger or consolidation) for more than \$5,000,000 in consideration (whether the consideration is in the form of cash, assets or securities) to be paid, transferred or issued by or on behalf of the Company or any subsidiary of the Company;
- (5) Approve or enter into any transaction as a result of which the Company or any subsidiary of the Company would dispose of assets having a fair market value (as determined in good faith by the Board of Directors) of more than \$1,000,000;
- (6) Approve any amendment to the Certificate of Incorporation or By-laws of the Company;
- (7) Approve or enter into any transaction as a result of which the Company or any subsidiary of the Company would incur indebtedness for borrowed money in excess of \$5,000,000;
- (8) Approve or enter into any transaction in which the Company or any subsidiary of the Company would enter into a lease of real or personal property involving annual payments in excess of \$1,000,000; or
- (9) Approve or substantially modify annual operating and capital budgets of the Company.

The Company and the Company Stockholders shall use their best efforts to cause such by-law amendment to be in effect during the Term of this Agreement.

Section 5 Notice.

All notices called for under this Agreement must be in writing and will be deemed given if:

- (1) delivered personally;
- (2) delivered by facsimile transmission and receipt is acknowledged verbally or electronically;
- (3) telexed; or
- (4) mailed by registered or certified mail (return receipt requested), postage prepaid;

to the parties to this Agreement at the following addresses (or at such other address for a party as is specified by like notice; provided that notices of a change of address will be effective only upon receipt of the notice):

To the Company:

USA Waste Services, Inc.
5000 Quorum Drive, Suite 300
Dallas, Texas

Attention: Earl DeFrates

To the Rangos Shareholders:

John G. Rangos, Jr.
4918 Route 910
Allison Park, Pennsylvania 15101

Section 6 Severability.

If any provision of this Agreement is held invalid, such invalidity will not affect any other provision of the Agreement that can be given effect without the invalid provision, and to this end, the provisions of this Agreement are separable.

Section 7 Assignment.

This Agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but the rights of the Rangos Shareholders may not be assigned to any person other than affiliates of the Rangos Shareholders.

Section 8 Amendment.

This Agreement may be modified only by a written instrument duly executed by all parties to the Agreement and compliance with any provision or condition contained in this Agreement, or the obtaining of any

consent provided for in this Agreement, may be waived only by written instrument duly executed by the party to be bound by such waiver.

Section 9 Governing Law.

The rights of the parties arising under this Agreement shall be construed and enforced under the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules.

Section 10 Counterparts.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument.

Section 11 Best Efforts Obligations.

For purposes of this Agreement, the term "best efforts" shall, (i) with respect to the Rangos Shareholders and the Company Stockholders, require such persons to take all lawful action in their capacities as members of the Board of Directors and with respect to the voting of the shares of Common Stock held by such persons, and (ii) with respect to the Rangos Shareholders, the Company Stockholders and the Company, require such person to refrain from taking any action which could reasonably be expected to frustrate the purposes intended to be accomplished by the best efforts obligations provided herein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

USA Waste Services, Inc.,

By: /s/ Earl S. DeFrates

Earl S. DeFrates
Executive Vice Pres.

/s/ John G. Rangos, Sr.

John G. Rangos, Sr.

/s/ John G. Rangos, Jr.

John G. Rangos, Jr.

/s/ Alexander W. Rangos

Alexander W. Rangos

John Rangos Development
Corporation, Inc.

By: /s/ John G. Rangos, Jr.

/s/ Donald F. Moorehead, Jr.

Donald F. Moorehead, Jr.

/s/ John E. Drury

John E. Drury