
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): July 3, 2012

Waste Management, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

1-12154
(Commission
File Number)

73-1309529
(IRS Employer
Identification No.)

1001 Fannin, Suite 4000 Houston, Texas
(Address of Principal Executive Offices)

77002
(Zip Code)

Registrant's Telephone number, including area code: (713) 512-6200

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On July 3, 2012, Mr. Steven C. Preston gave notice of his decision to resign from his position as Executive Vice President – Finance, Recycling and Energy Services of Waste Management, Inc. (the “Company”) in order to pursue chief executive officer opportunities. Mr. Preston’s resignation from his current position will be effective August 1, 2012 (or, if later, the date on which the Company shall file its Form 10-Q for the quarter ended June 30, 2012), after which date Mr. Preston is expected to remain employed by the Company through the third quarter to ensure an orderly transition of his responsibilities.

In connection with the foregoing, the Company entered into a Resignation Agreement with Mr. Preston that is filed as Exhibit 10.1 to this Form 8-K (the “Resignation Agreement”). The Resignation Agreement acknowledges that Mr. Preston’s ultimate departure from the Company shall be a voluntary termination by Mr. Preston without good reason, as contemplated in Section 6(d) of the employment agreement previously filed as Exhibit 10.1 to the Company’s Form 8-K dated October 2, 2011. The Resignation Agreement also provides that Mr. Preston will not be eligible for any bonus for calendar year 2012 and that Mr. Preston will forfeit all equity awards that are not vested when his employment terminates.

On July 5, 2012, the Company announced the appointment of James C. Fish, Jr. as Executive Vice President and Chief Financial Officer, effective upon Mr. Preston’s resignation. Mr. Fish, age 49, will succeed Mr. Preston as principal financial officer of the Company.

Mr. Fish joined Waste Management in 2001 as Director, Financial Planning and Analysis. Two years later, he was promoted to Vice President, Price Management and was responsible for running the Company’s pricing programs. Afterwards, he moved into field operations as Vice President, first serving as Market Area General Manager for the Rhode Island/Southern Massachusetts Market Area from September 2006 to February 2008, then managing the larger Western Pennsylvania/West Virginia Market Area from February 2008 to January 2009, and finally managing the expanded Pennsylvania/West Virginia Area from January 2009 until his promotion to Senior Vice President, Eastern Group in June 2011.

Mr. Fish earned a Bachelor of Science degree in accounting from Arizona State University and a MBA in finance from the University of Chicago. He is also a Certified Public Accountant. Prior to joining Waste Management, Mr. Fish held finance or revenue management positions at Westex, a Yellow Corporation subsidiary; Trans World Airlines, Inc; and America West Airlines, Inc. He began his professional career at KPMG Peat Marwick.

Following his appointment as Senior Vice President, Eastern Group, the Company entered into an employment agreement with Mr. Fish that was previously filed as Exhibit 10.2 to the Company’s Form 10-Q for the quarter ended September 30, 2011. The Company and Mr. Fish anticipate entering into an amendment to that agreement that reflects his promotion to Executive Vice President and Chief Financial Officer (the “Employment Agreement Amendment”). The Employment Agreement Amendment shall provide for an annual base salary of \$500,000. Additionally, the Employment Agreement Amendment shall provide that Mr. Fish’s target annual bonus will be eighty-five percent (85%) of his base salary in effect for the year. Mr. Fish’s annual bonus for calendar year 2012 will be prorated between the time spent as Senior Vice President, Eastern Group and the time spent as Executive Vice President and Chief Financial Officer, in each case calculated using the applicable financial and operational performance objectives, salary, and target bonus for each such position.

Also in connection with Mr. Fish's promotion, the Company will grant Mr. Fish an equity-based award under the Company's 2009 Stock Incentive Plan with a target dollar amount value of \$300,000. The award will be comprised of an equal value of restricted stock units ("RSUs") and options to purchase shares of the Company's common stock. In accordance with the Company's practice of granting equity awards on the first Tuesday of the month, the date of grant of Mr. Fish's award will be August 7, 2012, and the exact number of RSUs and stock options will be determined on that date. The material terms of the RSUs and the stock options are as follows:

RSUs

Vesting Schedule	100% on third anniversary. Each RSU will be converted into one share of Company common stock.
Dividend Equivalents	Paid in cash on unvested RSUs at such time as dividends are paid on the Company's common stock.
Termination of Employment	
Death or Disability	All RSUs immediately vest.
Qualifying Retirement or Involuntary Termination without Cause	RSUs vest on a pro rata basis.
Involuntary Termination for Cause	All unvested RSUs are forfeited.
Involuntary Termination without Cause following a Change in Control	All RSUs immediately vest.

Stock Options

Vesting Schedule	25% on first anniversary 25% on second anniversary 50% on third anniversary.
Term	10 years from date of grant.
Exercise Price	Fair Market Value on date of grant
Termination of Employment	
Death or Disability	All options immediately vest and remain exercisable for one year, but in no event later than the original term.
Qualifying Retirement	Continued vesting and exercisability for three years, but in no event later than the original term.
Involuntary Termination other than for Cause	All options that are then vested are exercisable for 90 days, but in no event later than the original term.
Involuntary Termination for Cause	All options are forfeited, whether or not then exercisable.
Involuntary Termination or Resignation for Good Reason following a Change in Control	All options immediately vest and remain exercisable for three years, but in no event later than the original term.

The form of award agreement for Mr. Fish's RSUs is filed as Exhibit 10.2 to this Form 8-K (the "RSU Award Agreement"). The form of award agreement for Mr. Fish's stock options will be the same as the Form of 2012 Stock Option Award Agreement filed by the Company as Exhibit 10.3 to its Form 8-K filed March 14, 2012 (the "Option Award Agreement").

The descriptions of the material terms of the Resignation Agreement, the RSU Award Agreement and the Option Award Agreement are qualified in their entirety by the full text of such agreements, which are incorporated herein by reference.

The Company is holding a conference call this morning, beginning at 9:00 a.m. Central Time, to introduce Mr. Fish and to discuss this change in the Company's senior management team. The call will be webcast live and may be heard by accessing the Investor Relations section of the Company's website at www.wm.com. The call may also be heard by dialing (877) 710-6139 and entering access code 97433084. A replay of the conference call will be available on the Company's website and by telephone from approximately 1:00 PM (Eastern) July 5, 2012 through 11:00 PM (Eastern) on July 26, 2012. To access the replay telephonically, please dial (855) 859-2056 and use the replay conference ID number 97433084. A copy of the news release relating to this disclosure is furnished herewith as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibit
10.1	Resignation Agreement between Waste Management, Inc. and Steven C. Preston.
10.2	Form of 2012 RSU Award Agreement.
10.3	Form of 2012 Stock Option Award Agreement (incorporated by reference to Exhibit 10.3 to Current Report on Form 8-K filed March 14, 2012).
99.1	News release dated July 5, 2012.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

WASTE MANAGEMENT, INC.

Date: July 5, 2012

By: /s/ Rick L Wittenbraker
Rick L Wittenbraker
Senior Vice President, General Counsel

RESIGNATION AGREEMENT

This Resignation Agreement (“Resignation Agreement”) is entered into as of July 5, 2012 by and between Waste Management, Inc. (the “Company”) and Steven C. Preston (“Preston”).

This Resignation Agreement is binding upon, and extends to, the parties and their past and present officers, directors, employees, shareholders, parent corporations, subsidiaries, affiliates, partners, agents, representatives, heirs, executors, assigns, administrators, successors, predecessors, family members, d/b/a’s, assumed names, and insurers, whether specifically mentioned hereafter or not. A reference to a party in this Resignation Agreement necessarily includes those persons and/or entities described in the foregoing sentence.

WITNESSETH:

WHEREAS, Preston and the Company previously entered into an Employment Agreement (the “Employment Agreement”);

WHEREAS, Preston has been employed by and has served as the Company’s Executive Vice President—Finance, Recycling and Energy Services since October 1, 2011;

WHEREAS, Preston has notified the Company of his desire to voluntarily resign from the Company without “Good Reason” as such term is defined in Section 5(d) and governed by Section 6(d) of the Employment Agreement; and

WHEREAS, the parties now jointly desire to amend and supplement the employment relationship and the Employment Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Resignation of Officer Positions; Termination of Employment. Effective as of August 1, 2012 (or, if later, the date on which the Company shall file its Quarterly Report on Form 10Q for the quarter ended June 30, 2012), Preston shall cease to be the Company’s Executive Vice President—Finance, Recycling and Energy Services. Thereafter, Preston’s employment with the Company shall continue until such employment terminates pursuant to the terms of this Resignation Agreement (the “Continued Employment Period”). Preston’s voluntary resignation from the Company without Good Reason (as defined in the Employment Agreement) shall be effective, and his employment relationship with the Company shall terminate, no later than October 15, 2012, unless his employment shall be earlier terminated by either party upon 30 days written notice.

2. Continued Employment Period. During the Continued Employment Period, Preston shall perform such duties and have such responsibilities as may be assigned to him from time to time by the Company’s President and Chief Executive Officer (including, but not limited to, transition

and assisting and counseling his successor Chief Financial Officer). During the Continued Employment Period, the Company shall continue to pay Preston his current base salary in accordance with the Company's standard payroll practices. Preston will not be eligible for any bonus for calendar year 2012. Preston has previously received certain equity awards, including a grant on or about October 4, 2011 and another grant on or about March 9, 2012 that vest over time. Preston acknowledges that, as a result of his voluntary resignation, he will forfeit all equity awards that are not vested when Preston ceases to be an employee of the Company.

Nothing in this Resignation Agreement (including, the terms of Paragraphs 1 and 2) shall in any way be interpreted or construed as a "Good Reason" event as defined in Section 5(d) of the Employment Agreement or otherwise require the Company to pay to Preston the post-employment severance amounts set forth in Section 6(e) of the Employment Agreement.

3. Settlement and Acquisition of Goodwill. Preston waives and releases any and all claims that the restrictive covenants contained in Paragraph 10 of the Employment Agreement (the "Employment Agreement Restrictive Covenants") are not enforceable or are against public policy. Preston covenants not to file a lawsuit or arbitration proceeding, pursue declaratory relief, or otherwise take any legal action to challenge the enforceability of the Employment Agreement Restrictive Covenants. The parties agree that the promise of continued employment and the compensation and benefits associated with same referred to in Paragraph 2 above are, in part, consideration for the settlement of all disputes regarding the enforceability and application of Employment Agreement Restrictive Covenants, and are payment for exclusive right to the business goodwill, trade secrets, and confidential information developed by Preston in the course of his employment with the Company. To help preserve the value of the goodwill, trade secrets, and confidential information acquired herewith, it is agreed that Preston will comply with the Employment Agreement Restrictive Covenants (incorporated herein by reference) for the periods of time set forth therein. It is specifically agreed that the two-year Restricted Term set forth in Paragraph 10 of the Employment Agreement and the restrictions provided for therein shall commence upon Preston's termination of employment with the Company. In the event that the Company, in its sole discretion, determines that Preston has engaged in activities that violate the Employment Agreement Restrictive Covenants, the Company shall have the right to discontinue and terminate Preston's employment. Such termination of employment shall be in addition to and shall not limit injunctive relief and/or any and all other rights and remedies that the Company may have against Preston under the Employment Agreement or this Resignation Agreement.

4. Assistance and Cooperation. Preston agrees that he will cooperate fully with the Company and its counsel, upon their request, with respect to any proceeding (including any litigation, arbitration, regulatory proceeding, investigation or governmental action) that relates to matters with which Preston was involved while he was an employee of the Company or of which he has knowledge. Preston agrees to render such cooperation in a timely fashion and to provide Company personnel and the Company's counsel with the full benefit of his knowledge with respect to any such matter. The Company shall reimburse Preston for actual and reasonable costs and expenses, including reasonable attorneys fees, related to his assistance in such matters.

5. Choice of Laws. This Resignation Agreement is made and entered into in the State of Texas, and shall in all respects be interpreted, enforced and governed under the laws of the State of Texas. The language of all parts of this Resignation Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties.

6. Severability. Should any provision of this Resignation Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Resignation Agreement.

7. Complete Agreement. The parties agree that the Employment Agreement (including any other amendments thereto) as modified by this Resignation Agreement, contains the full and final expression of their agreements with respect to the matters contained therein, and acknowledge that no other promises have been made to or by any of the parties that are not set forth in these Agreements.

The parties agree that neither the offer of, nor the execution of, this Resignation Agreement will be construed as an admission of wrongdoing by anyone. Instead, this Resignation Agreement is to be construed solely as a reflection of the parties' desire to facilitate a peaceful separation of employment and to make sure there are no unresolved issues between them.

IN WITNESS WHEREOF, this Resignation Agreement is EXECUTED and EFFECTIVE as of the day set forth above.

STEVEN C. PRESTON ("Preston")

WASTE MANAGEMENT, INC.

/s/ Steven C. Preston

/s/ David P. Steiner

Steven C. Preston

By: David P. Steiner
Chief Executive Officer

RESTRICTED STOCK UNIT AWARD AGREEMENT

This Restricted Stock Unit Award Agreement (“Agreement”) is entered into effective as of _____, 2012 (the “Grant Date”), by and between Waste Management, Inc., a Delaware corporation (together with its Subsidiaries and Affiliates, the “Company”), and you, (the “Employee”), pursuant to the Waste Management, Inc. 2009 Stock Incentive Plan (the “Plan”). Employee and the Company agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement. **The terms and conditions of this Agreement as offered herein must be accepted by Employee prior to _____, 2012. Failure to timely accept the terms by such time will result in the immediate and irrevocable cancellation of the Award offered.**

1. Award. The Company hereby grants to Employee the number of Restricted Stock Units announced on _____, 2012. Restricted Stock Units are notational units of measurement denominated in shares of common stock of Waste Management, Inc., \$.01 par value (“Common Stock”). Each Restricted Stock Unit represents a hypothetical share of Common Stock, subject to the conditions and restrictions on transferability set forth below and in the Plan. The Restricted Stock Units will be credited to Employee in an unfunded bookkeeping account established for Employee.

2. Vesting of Restricted Stock Units. The period of time between the Grant Date and the vesting of Restricted Stock Units (and the termination of restriction thereon) will be referred to herein as the “Restriction Period.” During the Restriction Period, the Restricted Stock Units will be subject to the restrictions as set forth herein. Unless timely deferred by Employee in accordance with Section 5, upon vesting, each Restricted Stock Unit will be converted into one share of Company Common Stock and Employee will be issued shares of Common Stock equal to the number of Restricted Stock Units held, free of any restrictions. Except as otherwise provided herein, the vesting of such Restricted Stock Units and any Dividend Equivalents relating thereto shall occur only if Employee is an employee of the Company on the date of vesting and has continuously been so employed since the Grant Date. Moreover, in order to be eligible to vest in any portion of the Award, Employee must also have entered into an agreement containing restrictive covenants concerning limitations on Employee’s behavior following termination of employment that is satisfactory to the Company and its affiliates

(a) General Vesting Schedule. The Restricted Stock Units granted pursuant to this Agreement shall vest in their entirety on the third (3rd) anniversary of the Grant Date, unless earlier vested or forfeited pursuant to the terms of this Agreement.

(b) Accelerated Vesting of Restricted Stock Units.

(i) Acceleration on Death or Disability. Upon Termination of Employment from the Company by reason of Employee’s death or disability (as determined by the Committee and within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”)), or upon Employee’s disability prior to a Termination of Employment (as determined by the Committee and within the meaning of Section 409A of the Internal Revenue Code all Restricted Stock Units that are not vested at that time immediately will become vested in full.

(ii) Pro-rated Vesting upon Involuntary Termination by the Company or Retirement by Employee. Upon either an involuntary Termination of Employment without Cause by the Company or a qualifying Retirement by Employee, Employee will be entitled to have vested under this award (including the amount of Restricted Stock Units that have already vested at that time) the amount of Restricted Stock Units equivalent to the total Restricted Stock Units granted under this Agreement multiplied by the fraction which has as its numerator the total number of days that Employee was employed by the Company during the period beginning on the Grant Date and ending on the date of Termination of Employment, and has as its denominator 1,096 (being the number of calendar days in Restriction Period).

(iii) Possible Acceleration upon Change in Control or Certain Terminations Following Change in Control. If there is a Change in Control of Waste Management, Inc., all outstanding but unvested Restricted Stock Units that are not vested will become immediately vested in full, unless the successor entity assumes all awards granted under the Plan and converts the awards to equivalent grants in the successor effective as of the Change in Control. Provided, however, even if the successor entity so assumes and converts all awards granted under the Plan, if the successor entity terminates Employee's employment during the Window Period without Cause (as each term is defined in Section 16 below), or due to Employee's death or disability, then all outstanding but unvested Restricted Stock Units (or its equivalent grant in the successor entity) will become immediately vested in full as of such termination.

3. Forfeitures of Restricted Stock Units. Upon Termination of Employment from the Company for any reason other than as described in Section 2, Employee shall immediately forfeit all unvested Restricted Stock Units, without the payment of any consideration or further consideration by the Company. Upon forfeiture, neither Employee nor any successors, heirs, assigns, or legal representatives of Employee shall thereafter have any further rights or interest in the unvested Restricted Stock Units or certificates therefor.

4. Restrictions on Transfer Before Vesting.

(a) Absent prior written consent of the Committee, the Restricted Stock Units granted hereunder to Employee may not be sold, assigned, transferred, pledged or otherwise encumbered, whether voluntarily or involuntarily, by operation of law or otherwise, from the Grant Date until such shares have become vested and not subject to deferral.

(b) Consistent with the foregoing, except as contemplated by Section 10, no right or benefit under this Agreement shall be subject to transfer, anticipation, alienation, sale, assignment, pledge, encumbrance or charge, whether voluntary, involuntary, by operation of law or otherwise, and any attempt to transfer, anticipate, alienate, sell, assign, pledge, encumber or charge the same shall be void. No right or benefit hereunder shall in any manner be liable for or subject to any debts, contracts, liabilities or torts of

the person entitled to such benefits. If Employee or his or her Beneficiary hereunder shall attempt to transfer, anticipate, alienate, assign, sell, pledge, encumber or charge any right or benefit hereunder, other than as contemplated by Section 10, or if any creditor shall attempt to subject the same to a writ of garnishment, attachment, execution, sequestration, or any other form of process or involuntary lien or seizure, then such attempt shall have no effect and shall be void.

5. Elective Deferrals Prior to Vesting.

(a) The Committee may establish procedures pursuant to which Employee may elect to defer, until a time or times later than the vesting of a Restricted Stock Unit, receipt of all or a portion of the shares of Common Stock deliverable in respect of a Restricted Stock Unit, all on such terms and conditions as the Committee (or its designee) shall determine in its sole discretion. The Committee further retains the authority and discretion to modify and/or terminate existing deferral elections, procedures and distribution options. If any such deferrals are permitted for Employee, then notwithstanding any provision of this Agreement or the Plan to the contrary, an Employee who elects such deferral shall not have any rights as a stockholder with respect to any such deferred shares of Common Stock unless and until the date the deferral expires and certificates representing such shares are required to be delivered to Employee.

(b) Notwithstanding any provision to the contrary in this Agreement, if deferral of Restricted Stock Units is permitted, each provision of this Agreement shall be interpreted to permit the deferral of compensation only as allowed in compliance with the requirements of Section 409A of the Internal Revenue Code and any provision that would conflict with such requirements shall not be valid or enforceable. Employee acknowledges, without limitation, and consents that application of Section 409A of the Internal Revenue Code to this Agreement may require additional delay of payments otherwise payable under this Agreement. Employee and the Company further hereby agree to execute such further instruments and take such further action as reasonably may be necessary to comply with Section 409A of the Internal Revenue Code.

6. Rights as a Stockholder. Employee will have no rights as a stockholder with regard to the Restricted Stock Units prior to vesting. However, the Company will pay Dividend Equivalents on unvested Restricted Stock Units, in the form of cash at such time as dividends are paid on the Company's outstanding shares of Common Stock; provided that, for Restricted Stock Units that are subject to a valid deferral election of Employee pursuant to Section 5, the Company will pay Dividend Equivalents in the form of additional deferred Restricted Stock Units, credited to Employee's deferral account effective as of such time as dividends are paid on the Company's outstanding shares of Common Stock, but not distributable until such time as directed by Employee's deferral election.

7. Taxes. To the extent that the vesting or receipt of the Restricted Stock Units or Dividend Equivalents or the lapse of any restrictions results in a taxable event to Employee for federal or state tax purposes, Employee shall deliver to the Company at the time of such receipt or lapse, as the case may be, such amount of money or shares of Common Stock received upon

vesting of Restricted Stock Units or other shares of Common Stock owned by employee, at Employee's election, as the Company may require to meet its obligation under applicable tax laws or regulations, and, if Employee fails to do so, the Company is authorized to withhold from the shares of Common Stock deliverable as a result of the vesting of the Restricted Stock Units or from any cash or other form of remuneration then or thereafter payable to Employee an amount equivalent to any tax required to be withheld by reasons of such resulting taxation.

8. Changes in Capital Structure. If the outstanding shares of Common Stock or other securities of Waste Management, Inc., or both, shall at any time be changed or exchanged by declaration of a stock dividend, stock split, combination of shares, or recapitalization, the number and kind of Restricted Stock Units shall be appropriately and equitably adjusted so as to maintain the proportionate number of shares.

9. Compliance With Securities Laws. The Company will not be required to deliver any shares of Common Stock pursuant to this Agreement if, in the opinion of counsel for the Company, such issuance would violate the Securities Act of 1933 or any other applicable federal or state securities laws or regulations. Prior to the issuance of any shares pursuant to this Agreement, the Company may require that Employee (or Employee's legal representative upon Employee's death or disability) enter into such written representations, warranties and agreements as the Company may reasonably request in order to comply with applicable securities laws or with this Agreement.

10. Assignment. The Restricted Stock Units are not transferable (either voluntarily or involuntarily), other than pursuant to a domestic relations order. Employee may designate a beneficiary or beneficiaries (the "Beneficiary") to whom the Restricted Stock Units will pass upon Employee's death and may change such designation from time to time by filing a written designation of Beneficiary on such form as may be prescribed by the Company; provided that no such designation shall be effective until filed with the Company. Employee may change his or her Beneficiary without the consent of any prior Beneficiary by filing a new designation with the Company; provided that no such designation shall be effective prior to receipt by the Company. Following Employee's death, the Restricted Stock Units will pass to the designated Beneficiary and such person will be deemed Employee for purposes of any applicable provisions of this Agreement. If no such designation is made or if the designated Beneficiary does not survive Employee's death, the Restricted Stock Units shall pass by will or, if none, then by the laws of descent and distribution.

11. Successors and Assigns.

(a) This Agreement shall bind and inure to the benefit of and be enforceable by Employee, the Company and their respective permitted successors or assigns (including personal representatives, heirs and legatees), except that Employee may not assign any rights or obligations under this Agreement except to the extent, and in the manner, expressly permitted herein.

(b) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company that assumes all Awards granted under the Plan as contemplated by Section 2(b)(iii) to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place, subject to the vesting rights under Section 2(b)(iii).

12. Limitation of Rights. Nothing in this Agreement or the Plan may be construed to:

- (a) give Employee any right to be awarded any further Restricted Stock Units (or other form of stock incentive awards) other than in the sole discretion of the Committee;
- (b) give Employee or any other person any interest in any fund or in any specified asset or assets of the Company (other than the Restricted Stock Units and applicable Common Stock following the vesting of such Restricted Stock Units); or
- (c) confer upon Employee the right to continue in the employment or service of the Company.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without reference to principles of conflict of laws.

14. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

15. No Waiver. The failure of Employee or the Company to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Employee or the Company may have under this Agreement shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

16. Definitions. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Plan. Certain other terms used herein have definitions given to them in the first place in which they are used. In addition, the following terms shall have the meanings set forth in this Section 16.

(a) "Board" means the Board of Directors of Waste Management, Inc.

(b) "Cause" means any of the following: (i) willful or deliberate and continual refusal to materially perform Employee's employment duties reasonably requested by the Company after receipt of written notice to Employee of such failure to perform, specifying such failure (other than as a result of Employee's sickness, illness, injury, death or disability) and Employee fails to cure such nonperformance within ten (10) days of receipt of said written notice; (ii) breach of any statutory or common law duty of loyalty to the Company; (iii) Employee has been convicted of, or pleaded *nolo contendere* to, any felony; (iv) Employee willfully or intentionally caused material injury to the Company, its property, or its assets; (v) Employee disclosed to unauthorized person(s)

proprietary or confidential information of the Company that causes a material injury to the Company; (vi) any material violation or a repeated and willful violation of the Company's policies or procedures, including but not limited to, the Company's Code of Business Conduct and Ethics (or any successor policy) then in effect.

(c) "Change in Control" means the first to occur on or after the Grant Date of any of the following events:

(i) any Person, or Persons acting as a group (within the meaning of Section 409A), acquires, directly or indirectly, including by purchase, merger, consolidation or otherwise, ownership of securities of the Company that, together with securities held by such Person or Persons, represents fifty percent (50%) or more of the total voting power or total fair market value of the Company's then outstanding securities;

(ii) any Person, or Persons acting as a group (within the meaning of Section 409A), acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person or Persons), directly or indirectly, including by purchase, merger, consolidation or otherwise, ownership of securities of the Company that represents thirty percent (30%) or more of the total voting power of the Company's then outstanding voting securities;

(iii) the following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, at the Grant Date, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating or the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's stockholders was approved or recommended by a vote of at least a majority of the directors before the date of such appointment or election or whose appointment, election or nomination for election was previously so approved or recommended; or

(iv) the stockholders of the Company approve a plan of complete liquidation of the Company and such liquidation is actually commenced or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets (or any transaction having a similar effect), other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least fifty percent (50%) of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale. For purposes hereof, a "sale or other disposition by the Company of all or substantially all of the Company's assets" will not be deemed to have occurred if the sale involves assets having a total gross fair market value of less than forty percent (40%) of the total gross fair market value of all assets of the Company immediately prior to such sale.

For purposes of this definition, the following terms shall have the following meanings:

(A) "Exchange Act" means the Securities and Exchange Act of 1934, as amended from time to time;

(B) "Person" shall have the meaning set forth in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (1) the Company, (2) a trustee or other fiduciary holding securities under an employee benefit plan of the Company, (3) an employee benefit plan of the Company, (4) an underwriter temporarily holding securities pursuant to an offering of such securities or (5) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of shares of Common Stock.

(d) "Committee" means the Management Development and Compensation Committee of the Board or such other committee of the Board as the Board may designate from time to time.

(e) "Dividend Equivalent" means an amount of cash equal to all dividends and other distributions (or the economic equivalent thereof) that are payable by the Company on one share of Common Stock to stockholders of record, which, in the discretion of the Committee, may be awarded (a) in connection with any Award under the Plan while such Award is outstanding or otherwise subject to a Restriction Period and on a like number of shares of Common Stock under such Award or (b) singly.

(f) "Retirement" means the voluntary resignation of employment by Employee, after Employee: (i) has attained the age of 55 or greater; (ii) has a sum of age plus full years of Service with the Company equal to 65 or greater; and, (iii) has completed at least 5 consecutive full years of Service with the Company during the 5 year period immediately preceding the resignation.

(g) "Service" is measured from Employee's original date of hire by the Company, except as provided below. In the case of a break of employment by Employee from the Company of one year or more in length, Employee's service before the break of employment shall not be included in his or her Service hereunder. In the case of service with an entity acquired by the Company, Employee's service with such entity shall be considered Service hereunder, so long as Employee remained continuously employed with such predecessor company(ies) and the Company. In the case of a break of employment between a predecessor company and the Company of any length, Employee's Service shall be measured from the original date of hire by the Company and shall not include any service with any predecessor company.

(h) "Termination of Employment" means the termination of Employee's employment with the Company. Temporary absences from employment because of illness, vacation or leave of absence and transfers among Waste Management, Inc. and its Subsidiaries and Affiliates will not be considered a Termination of Employment. Any questions as to whether and when there has been a Termination of Employment, and the cause of such termination, shall be determined by the Committee, and its determination will be final.

(i) "Window Period" means the period commencing on the date six months immediately prior to the date on which a Change in Control first occurs and ending the second anniversary of the date on which a Change in Control occurs.

17. Entire Agreement.

(a) Employee hereby acknowledges that he or she has received, reviewed and accepted the terms and conditions applicable to this Agreement. Employee hereby accepts such terms and conditions, subject to the provisions of the Plan and administrative interpretations thereof. Employee further agrees that such terms and conditions will control this Agreement, notwithstanding any provisions in any employment agreement or in any prior awards.

(b) Employee hereby acknowledges that he or she is to consult with and rely upon only Employee's own tax, legal, and financial advisors regarding the consequences and risks of this Agreement and the award of Restricted Stock Units.

(c) This Agreement may not be amended or modified except by a written agreement executed by the parties hereto or their respective successors and legal representatives. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

18. Compliance with Code Section 409A. It is the intention of the Company and Employee that his Agreement not result in an unfavorable tax consequences to Employee under Code Section 409A. Accordingly, Employee consents to any amendment of this Agreement as the Company may reasonably make in furtherance of such intention, and the Company shall promptly provide, or make available to, Employee a copy of such amendment. Any such amendments shall be made in a manner that preserves to the maximum extent possible the intended benefits to Employee. This paragraph 18 does not create an obligation on the part of Company to modify this Agreement and does not guarantee that the amounts or benefits owed under the Agreement will not be subject to interest and penalties under Code Section 409A.

19. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to the Restricted Stock Units awarded under this Agreement or the Plan by electronic means or request Employee's consent to participate in the administration of this Agreement and the Plan by electronic means. Employee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

20. Use of Personal Data. By executing this Agreement, Employee acknowledges and agrees to the collection, use, processing and transfer of certain personal data, including his or her name, salary, nationality, job title, position, social security number (or other tax identification number) and details of all past Awards and current Awards outstanding under the Plan ("Data"), for the purpose of managing and administering the Plan. Employee is not obliged to consent to

such collection, use, processing and transfer of personal data, but a refusal to provide such consent may affect his or her ability to participate in the Plan. The Company, or its Subsidiaries, may transfer Data among themselves or to third parties as necessary for the purpose of implementation, administration and management of the Plan. These various recipients of Data may be located elsewhere throughout the world. Employee authorizes these various recipients of Data to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Plan. Employee may, at any time, review Data with respect to Employee and require any necessary amendments to such Data. The Participant may withdraw his or her consent to use Data herein by notifying the Company in writing; however, the Participant understands that by withdrawing his or her consent to use Data, the Participant may affect his or her ability to participate in the Plan.

21. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same original.

IN WITNESS WHEREOF, Waste Management, Inc. has caused this Agreement to be duly executed by one of its officers thereunto duly authorized and Employee has executed this Agreement, effective as of the day and year first above written.

WASTE MANAGEMENT, INC.



James E. Trevathan

Employee

Accepted by electronic confirmation

Waste Management Names James C. Fish, Jr. Executive Vice President and Chief Financial Officer

Executive Vice President – Finance, Recycling and Energy Services Steven C. Preston to Leave Company

HOUSTON — July 5, 2012 – Waste Management, Inc. (NYSE: WM) today announced that James C. Fish, Jr., currently Senior Vice President of the Eastern Group, will become Executive Vice President and Chief Financial Officer upon completion of financial reporting for the second quarter. Mr. Fish will succeed Steven C. Preston, the company's principal financial officer, following Mr. Preston's decision to pursue chief executive officer opportunities. Mr. Preston is expected to remain with the company through the third quarter to ensure an orderly transition.

Mr. Preston joined Waste Management last year after the company's acquisition of Oakleaf Global Holdings, where Mr. Preston was President and Chief Executive Officer. David Steiner, President and CEO of Waste Management, said, "Steve has been highly effective as a strategic, operational, and financial leader in our company. He has also played an integral role in many of our key initiatives. We wish Steve much success and know that another company will be fortunate to have him as a new chief executive. Fortunately for us, we have a proven person in Jim Fish to assume our CFO responsibilities."

Said Preston, "It has been a privilege working with such a talented and committed leadership team. I firmly believe the company is headed in the right direction as they address the changes that are underway in the waste industry. It's my desire, however, to return to a chief executive position, and I am pursuing that."

Mr. Fish joined Waste Management in 2001 as Director of Financial Planning and Analysis. Two years later, he was promoted to Vice President of Price Management managing the company's pricing programs. He then moved into field operations as a Vice President, first managing the Rhode Island/Southern Massachusetts market area, then managing the larger Western Pennsylvania/West Virginia market area, and finally managing the expanded Pennsylvania/West Virginia market area. In 2011, he was promoted to Senior Vice President of the Eastern Group, which had over \$3.1 billion in revenue in 2011. Mr. Fish earned a Bachelor of Science degree in accounting from Arizona State University and a MBA in finance from the University of Chicago. He is also a Certified Public Accountant. Prior to joining Waste Management, Mr. Fish held finance or revenue management positions at Westex, a Yellow-Roadway subsidiary; Trans World Airlines; and America West Airlines. He began his professional career at KPMG Peat Marwick.

"Over more than a decade at Waste Management, Jim has taken on a wide variety of responsibilities and has done an exceptional job in every role," said Steiner. "Jim knows the company, he is a leader, and he has embraced our need to change and grow. The combination of Jim's valuable field and corporate experience, together with his financial expertise and focus on growth, ideally position him to manage our financial affairs as we pursue our strategies of knowing more about our customers and how best to service them; extracting more value from the materials we handle; and innovating and optimizing our business."

FOR MORE INFORMATION

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Waste Management also announced that it has scheduled a shareholder-analyst conference call on Thursday, July 5, 2012 at 10:00 a.m. Eastern Time to introduce Mr. Fish and to allow Mr. Preston to discuss his decision and the transition plan.

What: Waste Management shareholder-analyst conference call

When: Thursday, July 5, 2012 at 10:00 a.m. Eastern Time

Where: A live audio webcast of the conference call can be accessed by logging onto www.wm.com and selecting “Events and Presentations” in the Investor Relations section of our website.

You may also listen to the analyst conference call by telephone by contacting the conference call operator 5-10 minutes prior to the scheduled start time and asking for the “Waste Management Conference Call – Call ID 97433084.”
US/Canada Dial-In #: (877) 710-6139. Int’l/Local Dial-In #: (706) 643-7398. Participation will be in listen-only mode.

Replay: A replay of the call will be available beginning at approximately 1:00 p.m. ET July 5 through 5:00 p.m. ET on July 26. To hear a replay of the call over the Internet, access Waste Management’s website at www.wm.com. To hear a telephonic replay of the call, dial (855) 859-2056 or (404) 537-3406 and enter conference code 97433084.

About Waste Management

Waste Management, Inc., based in Houston, Texas, is the leading provider of comprehensive waste management services in North America. Through its subsidiaries, the company provides collection, transfer, recycling and resource recovery, and disposal services. It is the largest residential recycler in North America and a leading developer, operator and owner of waste-to-energy and landfill gas-to-energy facilities in the United States. The company’s customers include residential, commercial, industrial, and municipal customers throughout North America. To learn more information about Waste Management visit www.wm.com or www.thinkgreen.com.

This press release contains forward-looking statements as defined in the Private Securities Litigation Reform Act of 1995. Forward-looking statements are information of a non-historical nature or which relate to future events and are subject to risks and uncertainties. In many cases, you can identify forward-looking statements by terminology such as “may,” “will,” “should,” “expects,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “potential,” or “continue,” or the negative of these terms and other comparable terminology. These statements are only predictions. Actual results could differ materially from those anticipated in these forward-looking statements as a result of a number of factors. The forward-looking statements made in this press release relate only to events as of the date of this release. We undertake no ongoing obligation to update these statements.

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