

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934*

USA Waste Services, Inc.

(Name of Issuer)

Common Stock, par value \$.01 per share

(Title of Class of Securities)

902917103

(CUSIP Number)

Lorne D. Bain
Sanifill, Inc.
2777 Allen Parkway, Suite 700
Houston, Texas 77019-2155
(713) 942-6200

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

June 22, 1996

(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 this 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 less than five percent 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 should 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).

(1) Names of Reporting Persons S.S. or I.R.S. Identification Nos. of Above Persons

Sanifill, Inc.
76-0279492

(2) Check the Appropriate Box if a Member of a Group

(a)
(b)

(3) SEC Use Only

(4) Source of Funds

Not Applicable

(5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization

Delaware

Number of Shares Beneficially Owned by Each Reporting Person With	(7) Sole Voting Power	-0-
	(8) Shared Voting Power	19,190,437 Shares
	(9) Sole Dispositive Power	-0-
	(10) Shared Dispositive Power	-0-

(11) Aggregate Amount Beneficially Owned by Each Reporting Person

19,190,437 Shares

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares

(13) Percent of Class Represented by Amount in Row (11)

21.7%

(14) Type of Reporting Person (See Instructions) C0

ITEM 1. SECURITY AND ISSUER

The class of securities to which this statement relates is common stock, par value \$.01 per share ("Company Common Stock"), of USA Waste Services, Inc., a Delaware corporation (the "Company"). The address of the principal executive offices of the Company is 5400 LBJ Freeway, Suite 300 - Tower One, Dallas, Texas 75240.

ITEM 2. IDENTITY AND BACKGROUND

This statement on Schedule 13D is filed by Sanifill, Inc., a Delaware corporation ("Sanifill"). The principal business of Sanifill is owning and operating nonhazardous waste disposal, treatment, collection, transfer and recycling businesses and complementary operations. Information with respect to the executive officers and directors of Sanifill, including name, business address, present principal occupation or employment and the organization in which such employment is conducted, and their citizenship is listed on the schedule attached hereto as Schedule I, which is incorporated in this Schedule 13D by reference. The address of the principal business and office of Sanifill is 2777 Allen Parkway, Suite 700, Houston, Texas 77019. During the last five years, neither Sanifill nor, to the best of Sanifill's knowledge, any executive officer or director of Sanifill has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

No funds were used in connection with entering into the Irrevocable Proxies, as defined in Item 4 of this Schedule 13D.

ITEM 4. PURPOSE OF TRANSACTION

On June 22, 1996, the Company, Quatro Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of the Company ("Subsidiary"), and Sanifill entered into an Agreement and Plan of Merger (the "Merger Agreement") pursuant to which Subsidiary would be merged (the "Merger") with and into Sanifill and each outstanding share of common stock of Sanifill, par value \$.01 per share ("Sanifill Common Stock"), would be converted into a right to receive 1.7 shares of Company Common Stock. The consummation of the Merger is subject to a number of conditions set forth in the Merger Agreement, including approval of the respective stockholders of Sanifill and the Company and approvals of regulatory authorities.

The Company and Sanifill have entered into a Confidentiality Agreement, dated June 17, 1996 (the "Confidentiality Agreement") whereby Sanifill has agreed to keep all confidential information with respect to the Company confidential and not to disclose or reveal any such information to any third parties, subject to certain exceptions. In addition, the Confidentiality Agreement prohibits Sanifill and its affiliates, for a period of two years, from (i) acquiring or offering to acquire beneficial ownership of more than 1% of the voting securities of the Company; (ii) soliciting or encouraging others to solicit proxies with respect to the election of directors of the Company or otherwise for the purpose of acquiring control of the Company, or communicating with or seeking to advise or influence any entity or person with respect to the Company's voting securities; (iii) making a public proposal to the Company concerning a merger or consolidation with, or

acquisition of, the Company or taking any action that would require the Company to make certain public announcements; (iv) otherwise joining or forming a group for the purpose of acquiring, holding, voting or disposing of any voting securities of the Company or encouraging, advising or providing certain assistance to others to do any of the foregoing; or (v) requesting that the board of directors of the Company waive any of the foregoing provisions. The Confidentiality Agreement includes provisions stating that if (x) a third party, other than a third party who is an affiliate or is acting in concert with Sanifill, (1) commences a tender offer for 20% or more of the outstanding shares of the Company's common stock or (2) acquires beneficial ownership of more than 20% of the outstanding shares of the Company's common stock or (y) the Company agrees to a merger, consolidation or other acquisition of itself or an acquisition of all or substantially all of its assets, then provisions (i) through (v) above shall lapse and have no effect.

Pursuant to seven Agreements and Irrevocable Proxies with each of John E. Drury, Donald F. Moorehead, Jr., David Sutherland-Yoest, Kostis Shirvanian, John G. Rangos, Sr., Alexander W. Rangos and John Rangos Development Corporation, Inc. (collectively, the "Stockholders" and individually, a "Stockholder"), each such agreement dated June 22, 1996 (collectively, the "Irrevocable Proxies" and individually, an "Irrevocable Proxy"), among Sanifill, the Company and each Stockholder, each Stockholder has granted to Sanifill, with respect to all shares of Company Common Stock beneficially owned by such Stockholder currently and all shares of any other class of capital stock of the Company presently or at any future time owned beneficially or of record by such Stockholder, including any and all securities having voting rights issued or issuable in respect thereof, which such Stockholder is entitled to vote (the "Subject Shares"), an irrevocable proxy to vote the Subject Shares (i) to adopt or approve the Merger Agreement and the

Merger and any transactions contemplated thereby and (ii) to reject any proposal made in opposition to consummation of the Merger or any other action or transaction intended to frustrate or impair the right or ability of the Company, the Subsidiary or Sanifill to consummate the merger. Moreover, each of Messrs. Drury, Moorehead, Sutherland-Yoest and Shirvanian, with respect to such Stockholder's Subject Shares; Mr. John Rangos, with respect to 7,200,000 shares of such Stockholder's Subject Shares; Mr. Alexander Rangos, with respect to 600,000 shares of such Stockholder's Subject Shares; and John Rangos Development Corporation, Inc., with respect to 1,200,000 shares of such Stockholder's Subject Shares, agrees that, at any time prior to the termination of the Irrevocable Proxy or until such Stockholder has satisfied certain conditions, such Stockholder will not sell, transfer, assign, pledge, hypothecate, cause to be redeemed or otherwise dispose of any of such Subject Shares, or grant any proxy, power-of-attorney or other authorization or interest in or with respect to any of such Subject Shares, or deposit any of such Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of such Subject Shares. The Irrevocable Proxies terminate on the earliest of (i) the Effective Time, as defined in the Merger Agreement, (ii) the date of termination of the Merger Agreement in accordance with its terms or (iii) the giving of written termination notice by Sanifill.

Sanifill entered into the Irrevocable Proxies and thereby acquired shared voting power over the Subject Shares, to which this Schedule 13D relates, as an inducement to enter into and consummate the transactions contemplated by the Merger Agreement.

As part of the Merger Agreement, Rodney R. Proto, President, Chief Operating Officer and Director of Sanifill, will assume these positions at the Company. Mr. Proto and two designees from Sanifill's Board of Directors will join the Company's Board of Directors, which will remain a twelve-person board. Moreover, the Company will move its headquarters to Houston, Texas.

The filing of this Statement shall not be construed as an admission by Sanifill that, for purposes of Sections 13(d) and 13(g) of the Act, it is the beneficial owner of the Subject Shares to which this Statement on Schedule 13D relates.

Reference is hereby made to Articles II and III of the Merger Agreement for a description of other transactions or events of the type described in Items (a) through (j) of the instructions to Item 4 of Schedule 13D. Except as set forth above, Sanifill has no present plans or proposals that relate to or would result in any of the actions described in subparagraphs (a) through (h) of Item 4 of Schedule 13D.

The foregoing response to this Item 4 is qualified in its entirety by reference to the Merger Agreement, the full text of which is filed as Exhibit 1 hereto and incorporated herein by reference; the Irrevocable Proxies, the full text of each of which is filed as Exhibits 2 to 8 hereto and incorporated herein by reference; and the Confidentiality Agreement, the full text of which is filed as Exhibit 9 hereto and incorporated herein by reference.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

The Company represented in the Merger Agreement that it had outstanding as of June 15, 1996 an aggregate of 88,330,623 shares of Company Common Stock. The number of outstanding shares of Company Common Stock as to which Sanifill shares voting power is 19,190,437 (or approximately 21.7% of the class of such securities), which includes (i) 1,054,938 shares (or approximately 1.9% of the class of such securities) subject to Mr. Drury's Irrevocable Proxy, (ii) 1,650,121 shares (or approximately 1.9% of the class of such securities) subject to Mr. Moorehead's Irrevocable Proxy, (iii) 235,984 shares (or approximately 0.3% of the class of such securities) subject to Mr. Sutherland-Yoest's Irrevocable Proxy, (iv) 6,714,061 shares (or

approximately 7.6% of the class of such securities) subject to Mr. Shirvanian's Irrevocable Proxy, (v) 7,663,911 shares (or approximately 8.7% of the class of such securities) subject to Mr. John Rangos's Irrevocable Proxy, (vi) 661,414 shares (or approximately 0.7% of the class of such securities) subject to Mr. Alexander Rangos's Irrevocable Proxy, and (vii) 1,210,008 shares (or approximately 1.4% of the class of such securities) subject to the Irrevocable Proxy of John Rangos Development Corporation, Inc.

The Company could be deemed to share voting power to an additional 3,636,546 shares (or approximately 4.1% of the class of such securities) of which the Stockholders have beneficial ownership. Such shares include (i) 435,000 shares issuable pursuant to options exercisable by Mr. Drury within 60 days and 5,176 shares owned by Mr. Drury's spouse; (ii) 369,000 shares issuable pursuant to options exercisable by Mr. Moorehead within 60 days and 228,632 shares owned by Mr. Moorehead's spouse and children; (iii) 179,029 shares issuable pursuant to options exercisable by Mr. Sutherland-Yoest within 60 days and 2,000 shares owned by Mr. Sutherland-Yoest's daughter; (iv) 80,709 shares issuable pursuant to options exercisable by Mr. Alexander Rangos within 60 days; and (v) 2,337,000 shares issuable pursuant to options exercisable by Mr. Shirvanian within 60 days.

Mr. Larry Martin, Vice Chairman of the Board and Director of Sanifill, is the beneficial owner of and has the sole right to vote and dispose of 53,333 shares of Company Common Stock (or approximately 0.1% of the class of such securities). Mr. Proto is the beneficial owner of and has the sole right to vote and dispose of 1,416 shares of Company Common Stock (or approximately .001% of the class of such securities).

Except for the 54,749 shares of Company Common Stock held by Messrs. Martin and Proto, which were acquired solely for investment purposes, beneficial ownership of the 19,190,437 shares of Company Common Stock was acquired as described in Item 4, although Sanifill does not admit that, for purposes of Sections 13(d) and 13(g) of the Act, it is the beneficial owner of such shares.

To the best of Sanifill's knowledge and except as to the shares of Company Common Stock held by Messrs. Martin and Proto, the persons listed on Schedule I in response to Item 2 do not beneficially own any shares of Company Common Stock. The applicable information required by Item 2 with respect to the Stockholders is attached hereto as Schedule II.

Except as set forth in this Schedule 13D, to the best of Sanifill's knowledge, neither Sanifill nor the persons listed in Schedule I, including Messrs. Martin and Proto, have effected any transaction in Company Common Stock during the past sixty days.

With respect to the Subject Shares, each Stockholder has the right to receive dividends. The information in Item 4 relating to the right of each Stockholder to dispose or to direct the disposition of the Subject Shares is incorporated herein by reference.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

The responses to Item 2, Item 3 and Item 4, the Merger Agreement, the Confidentiality Agreements and the Irrevocable Proxies are incorporated herein by reference.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

*Exhibit 1 Agreement and Plan of Merger, dated June 22, 1996, by and among USA Waste Services, Inc., Quatro Acquisition Corp. and Sanifill, Inc. (Exhibit 99.2 of the Sanifill, Inc. Current Report on Form 8-K filed on June 25, 1996 (File No. 1-10490) is incorporated by reference).

- Exhibit 2 Agreement and Irrevocable Proxy, dated June 22, 1996, among USA Waste Services, Inc., Sanifill, Inc. and Mr. John E. Drury.
- Exhibit 3 Agreement and Irrevocable Proxy, dated June 22, 1996, among USA Waste Services, Inc., Sanifill, Inc. and Mr. Donald Moorehead, Jr.
- Exhibit 4 Agreement and Irrevocable Proxy, dated June 22, 1996, among USA Waste Services, Inc., Sanifill, Inc. and Mr. David Sutherland-Yoest.
- Exhibit 5 Agreement and Irrevocable Proxy, dated June 22, 1996, among USA Waste Services, Inc., Sanifill, Inc. and Mr. Kostj Shirvanian.
- Exhibit 6 Agreement and Irrevocable Proxy, dated June 22, 1996, among USA Waste Services, Inc., Sanifill, Inc. and Mr. John Rangos, Sr.
- Exhibit 7 Agreement and Irrevocable Proxy, dated June 22, 1996, among USA Waste Services, Inc., Sanifill, Inc. and Mr. Alexander W. Rangos.
- Exhibit 8 Agreement and Irrevocable Proxy, dated June 22, 1996, among USA Waste Services, Inc., Sanifill, Inc. and John Rangos Development Corporation, Inc.
- Exhibit 9 Confidentiality Agreement, dated June 17, 1996, between USA Waste Services, Inc., as the Protected Party, and Sanifill, Inc., as the Recipient.

* Incorporated by reference as indicated.

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

Date: July 2, 1996

SANIFILL, INC.

By: /s/ H. STEVEN WALTON

H. Steven Walton
Vice President and General Counsel

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DIRECTORS AND EXECUTIVE OFFICERS
OF SANIFILL, INC.

For each director and executive officer of Sanifill, the following table sets forth the name, business address and present principal occupation or employment and the organization in which such employment is conducted. Unless otherwise indicated below, each such person is a citizen of the United States of America, the business address of each such person is c/o Sanifill, Inc., 2777 Allen Parkway, Suite 700, Houston, Texas 77019-2155, and each listed position is with Sanifill.

NAME -----	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT; BUSINESS ADDRESS -----
Lorne D. Bain	Chairman of the Board, Chief Executive Officer and Director.
Larry J. Martin	Vice Chairman of the Board and Director.
Rodney R. Proto	President, Chief Operating Officer and Director.
Ralph F. Cox	Director. Mr. Cox is a management consultant. His business address is 2401 Fountainview, Suite 910, Houston, Texas 77057. He serves as a director of Bonneville Pacific Corporation, an independent power company, of Daniel Industries, Inc., which manufactures oil and gas measurement and flow control equipment, of Rio Grande, Inc., a petroleum exploration and production company, and of CH2M Hill, a consulting engineering firm. Mr. Cox also serves as an Independent Trustee for The Fidelity Group of Funds.
Robert G. Jones	Director. Mr. Jones is a First Vice President/Investments of Prudential Securities Incorporated, One Lake Shore Drive, # 1500, Lake Charles, Louisiana 70629.
Raymond C. Loehr	Director. Dr. Loehr is a Professor of Civil Engineering in the Environmental and Water Resources Engineering Program at The University of Texas, where he is the head of the Environmental Solutions Program. His business address is Civil Engineering Department, 9.102 ECJ Hall, University of Texas at Austin, Austin, Texas 78712.

William J. Lynch	Director. Mr. Lynch is a Managing Director of Capstone Partners, LLC, a venture capital firm. His business address is 1155 Avenue of the Americas, Suite 2800, New York, New York 10036.
William J. Razzouk	Director. Until June 21, 1996, Mr. Razzouk was the President of America Online, Inc.
Alfred C. Warrington, IV	Director. Since June 1992, Mr. Warrington has served as Vice Chairman of House of Cheatham, Inc., a company that manufactures and markets health and beauty aids.
J. Chris Brewster	Vice President and Chief Financial Officer.
H. Steven Walton	Vice President--Government Affairs, General Counsel and Secretary.
Charles E. Williams	Vice President--Environmental Engineering.

STOCKHOLDERS

For each Stockholder, as defined in Item 4, other than John Rangos Development Corporation, Inc., the following table sets forth the name, business address and present principal occupation or employment and the organization in which such employment is conducted. For John Rangos Development Corporation, Inc., the table sets forth the state or other place of its organization, its principal business, and the address of its principal business and office. The table was prepared based on information provided by the Company in the Company's Joint Proxy Statement and Prospectus, dated April 2, 1996. Unless otherwise indicated below, each Stockholder is a citizen of the United States of America, the business address of each such Stockholder is c/o USA Waste Services, Inc., 5400 LBJ Freeway, Suite 300 - Tower One, Dallas, Texas 75240, and each listed position is with the Company. To Sanifill's knowledge and unless otherwise indicated below, no Stockholder has, during the last five years, been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

NAME	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT; BUSINESS ADDRESS
- - - - -	-----
John E. Drury	Chairman of the Board, Chief Executive Officer and Director of the Company.
Donald F. Moorehead, Jr.	Vice Chairman of the Board and Director of the Company.
David Sutherland-Yoest	President and Director of the Company.
John G. Rangos, Sr.	Director of the Company. Mr. Rangos is currently retired. His address is c/o USA Waste Services, Inc., 10700 Frankstown Road, Pittsburgh, Pennsylvania 15235. In connection with the settlement of the investigation by the Securities and Exchange Commission (the "Commission") with respect to the accounting method and the accuracy of the financial statements of Chambers Development Company, Inc. ("Chambers"), of which Mr. Rangos was Chairman and Chief Executive Officer, on May 9, 1995, the Commission instituted administrative proceedings against Mr. Rangos and three other individuals who had been or were at that time

officers of Chambers. The Commission found, inter alia, that Mr. Rangos was a cause of Chambers's violations of the reporting, internal controls and record-keeping provisions of the Act. Mr. Rangos consented to the issuance of a cease and desist order without admitting or denying the Commission's findings.

Alexander Rangos

Vice Chairman of the Board and Director of the Company.

John Rangos Development Corporation, Inc.

The state of organization of John Rangos Development Corporation, Inc. is Pennsylvania. Its principal business is as a holding company. The address of its principal office is 10700 Frankstown Road, Pittsburgh, Pennsylvania 15235.

Kosti Shirvanian

Director. Mr. Shirvanian is the Chairman of the Board of Directors, President and Chief Executive Officer of Western Waste Industries, 21061 S. Western Avenue, Torrance, California 90501. Western Waste Industries is a wholly owned subsidiary of the Company.

EXHIBIT INDEX

- *Exhibit 1 Agreement and Plan of Merger, dated June 22, 1996, by and among USA Waste Services, Inc., Quatro Acquisition Corp. and Sanifill, Inc. (Exhibit 99.2 of the Sanifill, Inc. Current Report on Form 8-K filed on June 25, 1996 (File No. 1-10490) is incorporated by reference).
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* Incorporated by reference as indicated.

EXHIBIT 2

AGREEMENT AND IRREVOCABLE PROXY

AGREEMENT AND IRREVOCABLE PROXY (this "Agreement"), dated as of June 22, 1996, among USA Waste Services, Inc., a Delaware corporation ("Parent"), Sanifill, Inc., a Delaware corporation (the "Company"), and John E. Drury (the "Stockholder" and, together with Parent and the Company, the "Parties").

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent and Quatro Acquisition Corp., a wholly-owned subsidiary of Parent ("Subsidiary"), are entering into an Agreement and Plan of Merger dated as of the date hereof (as amended from time to time, the "Merger Agreement"), providing, among other things, for the merger of Subsidiary with and into the Company (the "Merger");

WHEREAS, the Stockholder is the beneficial owner of the number of issued and outstanding shares of common stock, par value \$0.01 per share, of Parent ("Parent Common Stock") set forth opposite the Stockholder's name on the signature page to this Agreement; and

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, the Company has requested that the Stockholder grant the Company an irrevocable proxy (the "Proxy") with respect to the shares of Parent Common Stock owned by the Stockholder, upon the terms and subject to the conditions hereof.

NOW, THEREFORE, in order to induce the Company to enter into the Merger Agreement and in consideration of the representations, warranties, covenants and agreements set forth herein and in the Merger Agreement (including the benefits that the Parties expect to derive from the Merger), the receipt and sufficiency of all of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. The Stockholder hereby revokes all previous proxies granted with respect to any shares of Parent Common Stock owned by the Stockholder;
2. The Stockholder hereby irrevocably constitutes and appoints the Company as his true and lawful proxy and attorney-in-fact, with full power of substitution and resubstitution, for and in the name, place and stead of the Stockholder, to call and attend any and all meetings of the stockholders of Parent and any adjournments or continuations thereof, to execute any and all written consents of stockholders of Parent, and to vote all shares of Parent Common Stock and all shares of any other class of capital stock of Parent presently or at any future time owned beneficially or of record by the Stockholder, including any and all securities having voting rights issued or issuable in respect thereof, which the Stockholder is entitled to vote (all of the foregoing being collectively referred to as the "Shares"), and to represent and otherwise act as the Stockholder could

act, in the same manner and with the same effect as if the Stockholder were personally present, at any annual, special or other meeting of the stockholders of Parent, and at any adjournment thereof (a "Meeting"), or pursuant to any written consent in lieu of meeting or otherwise; provided, however, that any such vote or consent in lieu thereof or any other action so taken shall be solely for the purposes of (i) adopting and approving the Merger and the Merger Agreement and any transactions contemplated thereby or (ii) rejecting any proposal made in opposition to consummation of the Merger or any other action or transaction which is intended to frustrate or impair the right or ability of Parent, the Subsidiary or the Company to consummate the Merger. Such attorneys and proxies are hereby authorized to vote the Shares in accordance with the terms of this Agreement.

3. In the event that the Company is unable or declines to exercise the power and authority granted by the Proxy for any reason, the Stockholder covenants and agrees (i) to vote all the Shares at any Meeting in favor of approval and adoption of the Merger and the Merger Agreement and the transactions contemplated thereby or provide the Stockholder's written consent thereto and (ii) unless otherwise requested by the Company in writing, to vote all of the Shares against any proposal made in opposition to consummation of the Merger at any Meeting and to refuse to provide the Stockholder's written consent thereto; provided, however, that the foregoing covenant and agreement shall not prohibit the Stockholder from taking or omitting to take any action pursuant to any fiduciary duty imposed upon him by applicable law in his capacity as a director or officer of Parent even though such action or omission is inconsistent with any action required to be taken by the Stockholder pursuant to the foregoing covenant and agreement.

4. The Stockholder hereby covenants and agrees that he will not vote or take any action by written consent of stockholders in lieu of meeting on any matter which is subject to the Proxy without the prior written consent of the Company.

5. The Stockholder hereby covenants and agrees that the Stockholder will not, and will not agree to, directly or indirectly, sell, transfer, assign, pledge, hypothecate, cause to be redeemed or otherwise dispose of any of the Shares, or grant any proxy, power-of-attorney or other authorization or interest in or with respect to any of the Shares, or deposit any of the Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of the Shares unless and until the Stockholder shall have (i) taken all actions (including, without limitation, the endorsement of a legend on the certificates evidencing such Shares) reasonably necessary to ensure that such Shares shall at all times be subject to all the restrictions, covenants and limitations imposed by this Agreement and (ii) caused any transferee or pledgee of such Shares to execute and deliver to the Company an Agreement and Irrevocable Proxy, in substantially the form of this Agreement.

6. The Stockholder represents and warrants to the Company that:

(a) the Stockholder has full power and authority to enter into this Agreement and to grant the Proxy, and to perform the Stockholder's obligations hereunder;

(b) this Agreement has been duly executed and delivered by, and constitutes a valid and binding obligation of, the Stockholder;

(c) as of the date hereof, the issued and outstanding Shares consist of that number of shares of Parent Common Stock beneficially owned by the Stockholder which is set forth opposite the name of the Stockholder on the signature page hereof;

(d) the Shares are all of the securities of Parent owned beneficially or of record by the Stockholder on the date hereof which are issued and outstanding;

(e) the Stockholder owns the Shares free and clear of all liens, charges, claims, encumbrances and security interests of any nature whatsoever;

(f) the Stockholder has the present power and right to vote all of the Shares which are issued and outstanding;

(g) except as provided herein, the Stockholder has not (i) granted any proxy, power-of-attorney or other authorization or interest with respect to any of such Shares, (ii) deposited any of the Shares into a voting trust or (iii) entered into any voting agreement or other arrangement with respect to the voting of any of the Shares; and

(h) the execution and delivery of this Agreement by the Stockholder and the consummation by the Stockholder of the transactions contemplated hereby do not require the consent, approval or authorization of, or filing with, any person or public authority.

7. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the provisions thereof relating to conflicts of law.

8. The terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the heirs, personal representatives, successors and permitted assigns of the Parties. This Agreement and the rights hereunder may not be assigned or transferred by the Company, except with the prior written consent of the Stockholder.

9. This Agreement shall terminate at the earliest of (i) the Effective Time (as defined in the Merger Agreement), (ii) the date of the termination of the Merger Agreement in accordance with its terms or (iii) the date upon written notice of termination of this Agreement is given by the Company to the Stockholder expressly referring to this paragraph.

10. The Stockholder acknowledges that the Company will enter into the Merger Agreement in reliance upon this Agreement, including the Proxy, and that the Proxy is granted in consideration for the execution and delivery of the Merger Agreement by the Company. THE

STOCKHOLDER AGREES THAT THE PROXY AND ALL OTHER POWER AND AUTHORITY INTENDED TO BE CONFERRED HEREBY IS COUPLED WITH AN INTEREST SUFFICIENT IN LAW TO SUPPORT AN IRREVOCABLE POWER AND, EXCEPT AS PROVIDED IN PARAGRAPH 9 ABOVE, SHALL NOT BE REVOCABLE OR TERMINATED BY ANY ACT OF THE STOCKHOLDER, BY LACK OF APPROPRIATE POWER OR AUTHORITY OR BY THE OCCURRENCE OF ANY OTHER EVENT OR EVENTS.

11. The Parties acknowledge and agree that performance of their respective obligations hereunder will confer a unique benefit on the other and that a failure of performance will result in irreparable harm to the other and will not be compensable by money damages. The Parties therefore agree that this Agreement, including the Proxy, shall be specifically enforceable and that specific enforcement and injunctive relief shall be a remedy properly available to each Party for any breach of any agreement, covenant or representation of any other Party hereunder.

12. The Stockholder will, upon request, execute and deliver any additional documents and take such further actions as may reasonably be deemed by the Company to be necessary or desirable to complete the Proxy granted herein or to carry out the provisions hereof.

13. If any term, provision, covenant or restriction of this Agreement, or the application thereof to any circumstance, shall, to any extent, be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement or the application thereof to any other circumstance, shall remain in full force and effect, shall not in any way be affected, impaired or invalidated and shall be enforced to the fullest extent permitted by law.

14. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof.

15. This Agreement may not be changed, amended or modified orally, but only by an agreement in writing signed by the Party against whom any waiver, change, amendment, modification or discharge may be sought.

16. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular paragraph or other subdivision. No provision of this Agreement shall be interpreted or construed against either Party solely because that Party or its legal representative drafted such provision.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, Parent, the Company and the Stockholder have duly executed this Agreement or caused this Agreement to be duly executed as of the date first above written.

USA WASTE SERVICES, INC.

By: /s/ EARL E. DEFRATES

 Name: Earl E. Debrates
 Title: Executive VP & CFO

SANIFILL, INC.

By: /s/ RODNEY R. PROTO

 Name: Rodney R. Proto
 Title: President

STOCKHOLDER

 /s/ JOHN E. DRURY

 Printed Name: John E. Drury
 Number of Shares: 1,054,938

EXHIBIT 3

AGREEMENT AND IRREVOCABLE PROXY

AGREEMENT AND IRREVOCABLE PROXY (this "Agreement"), dated as of June 22, 1996, among USA Waste Services, Inc., a Delaware corporation ("Parent"), Sanifill, Inc., a Delaware corporation (the "Company"), and Donald Moorehead, Jr. (the "Stockholder" and, together with Parent and the Company, the "Parties").

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent and Quatro Acquisition Corp., a wholly-owned subsidiary of Parent ("Subsidiary"), are entering into an Agreement and Plan of Merger dated as of the date hereof (as amended from time to time, the "Merger Agreement"), providing, among other things, for the merger of Subsidiary with and into the Company (the "Merger");

WHEREAS, the Stockholder is the beneficial owner of the number of issued and outstanding shares of common stock, par value \$0.01 per share, of Parent ("Parent Common Stock") set forth opposite the Stockholder's name on the signature page to this Agreement; and

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, the Company has requested that the Stockholder grant the Company an irrevocable proxy (the "Proxy") with respect to the shares of Parent Common Stock owned by the Stockholder, upon the terms and subject to the conditions hereof.

NOW, THEREFORE, in order to induce the Company to enter into the Merger Agreement and in consideration of the representations, warranties, covenants and agreements set forth herein and in the Merger Agreement (including the benefits that the Parties expect to derive from the Merger), the receipt and sufficiency of all of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. The Stockholder hereby revokes all previous proxies granted with respect to any shares of Parent Common Stock owned by the Stockholder;
2. The Stockholder hereby irrevocably constitutes and appoints the Company as his true and lawful proxy and attorney-in-fact, with full power of substitution and resubstitution, for and in the name, place and stead of the Stockholder, to call and attend any and all meetings of the stockholders of Parent and any adjournments or continuations thereof, to execute any and all written consents of stockholders of Parent, and to vote all shares of Parent Common Stock and all shares of any other class of capital stock of Parent presently or at any future time owned beneficially or of record by the Stockholder, including any and all securities having voting rights issued or issuable in respect thereof, which the Stockholder is entitled to vote (all of the foregoing being collectively referred to as the "Shares"), and to represent and otherwise act as the Stockholder could

act, in the same manner and with the same effect as if the Stockholder were personally present, at any annual, special or other meeting of the stockholders of Parent, and at any adjournment thereof (a "Meeting"), or pursuant to any written consent in lieu of meeting or otherwise; provided, however, that any such vote or consent in lieu thereof or any other action so taken shall be solely for the purposes of (i) adopting and approving the Merger and the Merger Agreement and any transactions contemplated thereby or (ii) rejecting any proposal made in opposition to consummation of the Merger or any other action or transaction which is intended to frustrate or impair the right or ability of Parent, the Subsidiary or the Company to consummate the Merger. Such attorneys and proxies are hereby authorized to vote the Shares in accordance with the terms of this Agreement.

3. In the event that the Company is unable or declines to exercise the power and authority granted by the Proxy for any reason, the Stockholder covenants and agrees (i) to vote all the Shares at any Meeting in favor of approval and adoption of the Merger and the Merger Agreement and the transactions contemplated thereby or provide the Stockholder's written consent thereto and (ii) unless otherwise requested by the Company in writing, to vote all of the Shares against any proposal made in opposition to consummation of the Merger at any Meeting and to refuse to provide the Stockholder's written consent thereto; provided, however, that the foregoing covenant and agreement shall not prohibit the Stockholder from taking or omitting to take any action pursuant to any fiduciary duty imposed upon him by applicable law in his capacity as a director or officer of Parent even though such action or omission is inconsistent with any action required to be taken by the Stockholder pursuant to the foregoing covenant and agreement.

4. The Stockholder hereby covenants and agrees that he will not vote or take any action by written consent of stockholders in lieu of meeting on any matter which is subject to the Proxy without the prior written consent of the Company.

5. The Stockholder hereby covenants and agrees that the Stockholder will not, and will not agree to, directly or indirectly, sell, transfer, assign, pledge, hypothecate, cause to be redeemed or otherwise dispose of any of the Shares, or grant any proxy, power-of-attorney or other authorization or interest in or with respect to any of the Shares, or deposit any of the Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of the Shares unless and until the Stockholder shall have (i) taken all actions (including, without limitation, the endorsement of a legend on the certificates evidencing such Shares) reasonably necessary to ensure that such Shares shall at all times be subject to all the restrictions, covenants and limitations imposed by this Agreement and (ii) caused any transferee or pledgee of such Shares to execute and deliver to the Company an Agreement and Irrevocable Proxy, in substantially the form of this Agreement.

6. The Stockholder represents and warrants to the Company that:

(a) the Stockholder has full power and authority to enter into this Agreement and to grant the Proxy, and to perform the Stockholder's obligations hereunder;

(b) this Agreement has been duly executed and delivered by, and constitutes a valid and binding obligation of, the Stockholder;

(c) as of the date hereof, the issued and outstanding Shares consist of that number of shares of Parent Common Stock beneficially owned by the Stockholder which is set forth opposite the name of the Stockholder on the signature page hereof;

(d) the Shares are all of the securities of Parent owned beneficially or of record by the Stockholder on the date hereof which are issued and outstanding;

(e) the Stockholder owns the Shares free and clear of all liens, charges, claims, encumbrances and security interests of any nature whatsoever;

(f) the Stockholder has the present power and right to vote all of the Shares which are issued and outstanding;

(g) except as provided herein, the Stockholder has not (i) granted any proxy, power-of-attorney or other authorization or interest with respect to any of such Shares, (ii) deposited any of the Shares into a voting trust or (iii) entered into any voting agreement or other arrangement with respect to the voting of any of the Shares; and

(h) the execution and delivery of this Agreement by the Stockholder and the consummation by the Stockholder of the transactions contemplated hereby do not require the consent, approval or authorization of, or filing with, any person or public authority.

7. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the provisions thereof relating to conflicts of law.

8. The terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the heirs, personal representatives, successors and permitted assigns of the Parties. This Agreement and the rights hereunder may not be assigned or transferred by the Company, except with the prior written consent of the Stockholder.

9. This Agreement shall terminate at the earliest of (i) the Effective Time (as defined in the Merger Agreement), (ii) the date of the termination of the Merger Agreement in accordance with its terms or (iii) the date upon written notice of termination of this Agreement is given by the Company to the Stockholder expressly referring to this paragraph.

10. The Stockholder acknowledges that the Company will enter into the Merger Agreement in reliance upon this Agreement, including the Proxy, and that the Proxy is granted in consideration for the execution and delivery of the Merger Agreement by the Company. THE

STOCKHOLDER AGREES THAT THE PROXY AND ALL OTHER POWER AND AUTHORITY INTENDED TO BE CONFERRED HEREBY IS COUPLED WITH AN INTEREST SUFFICIENT IN LAW TO SUPPORT AN IRREVOCABLE POWER AND, EXCEPT AS PROVIDED IN PARAGRAPH 9 ABOVE, SHALL NOT BE REVOCABLE OR TERMINATED BY ANY ACT OF THE STOCKHOLDER, BY LACK OF APPROPRIATE POWER OR AUTHORITY OR BY THE OCCURRENCE OF ANY OTHER EVENT OR EVENTS.

11. The Parties acknowledge and agree that performance of their respective obligations hereunder will confer a unique benefit on the other and that a failure of performance will result in irreparable harm to the other and will not be compensable by money damages. The Parties therefore agree that this Agreement, including the Proxy, shall be specifically enforceable and that specific enforcement and injunctive relief shall be a remedy properly available to each Party for any breach of any agreement, covenant or representation of any other Party hereunder.

12. The Stockholder will, upon request, execute and deliver any additional documents and take such further actions as may reasonably be deemed by the Company to be necessary or desirable to complete the Proxy granted herein or to carry out the provisions hereof.

13. If any term, provision, covenant or restriction of this Agreement, or the application thereof to any circumstance, shall, to any extent, be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement or the application thereof to any other circumstance, shall remain in full force and effect, shall not in any way be affected, impaired or invalidated and shall be enforced to the fullest extent permitted by law.

14. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof.

15. This Agreement may not be changed, amended or modified orally, but only by an agreement in writing signed by the Party against whom any waiver, change, amendment, modification or discharge may be sought.

16. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular paragraph or other subdivision. No provision of this Agreement shall be interpreted or construed against either Party solely because that Party or its legal representative drafted such provision.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, Parent, the Company and the Stockholder have duly executed this Agreement or caused this Agreement to be duly executed as of the date first above written.

USA WASTE SERVICES, INC.

By: /s/ EARL E. DEFRATES

Name: Earl E. Defrates
Title: Executive VP & CFO

SANIFILL, INC.

By: /s/ RODNEY R. PROTO

Name: Rodney R. Proto
Title: President

STOCKHOLDER

/s/ DONALD MOOREHEAD, JR.

Printed Name: Donald Moorehead, Jr.
Number of Shares: 1,650,121

EXHIBIT 4

AGREEMENT AND IRREVOCABLE PROXY

AGREEMENT AND IRREVOCABLE PROXY (this "Agreement"), dated as of June 22, 1996, among USA Waste Services, Inc., a Delaware corporation ("Parent"), Sanifill, Inc., a Delaware corporation (the "Company"), and David Sutherland-Yoest (the "Stockholder" and, together with Parent and the Company, the "Parties").

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent and Quatro Acquisition Corp., a wholly-owned subsidiary of Parent ("Subsidiary"), are entering into an Agreement and Plan of Merger dated as of the date hereof (as amended from time to time, the "Merger Agreement"), providing, among other things, for the merger of Subsidiary with and into the Company (the "Merger");

WHEREAS, the Stockholder is the beneficial owner of the number of issued and outstanding shares of common stock, par value \$0.01 per share, of Parent ("Parent Common Stock") set forth opposite the Stockholder's name on the signature page to this Agreement; and

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, the Company has requested that the Stockholder grant the Company an irrevocable proxy (the "Proxy") with respect to the shares of Parent Common Stock owned by the Stockholder, upon the terms and subject to the conditions hereof.

NOW, THEREFORE, in order to induce the Company to enter into the Merger Agreement and in consideration of the representations, warranties, covenants and agreements set forth herein and in the Merger Agreement (including the benefits that the Parties expect to derive from the Merger), the receipt and sufficiency of all of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. The Stockholder hereby revokes all previous proxies granted with respect to any shares of Parent Common Stock owned by the Stockholder;
2. The Stockholder hereby irrevocably constitutes and appoints the Company as his true and lawful proxy and attorney-in-fact, with full power of substitution and resubstitution, for and in the name, place and stead of the Stockholder, to call and attend any and all meetings of the stockholders of Parent and any adjournments or continuations thereof, to execute any and all written consents of stockholders of Parent, and to vote all shares of Parent Common Stock and all shares of any other class of capital stock of Parent presently or at any future time owned beneficially or of record by the Stockholder, including any and all securities having voting rights issued or issuable in respect thereof, which the Stockholder is entitled to vote (all of the foregoing being collectively referred to as the "Shares"), and to represent and otherwise act as the Stockholder could

act, in the same manner and with the same effect as if the Stockholder were personally present, at any annual, special or other meeting of the stockholders of Parent, and at any adjournment thereof (a "Meeting"), or pursuant to any written consent in lieu of meeting or otherwise; provided, however, that any such vote or consent in lieu thereof or any other action so taken shall be solely for the purposes of (i) adopting and approving the Merger and the Merger Agreement and any transactions contemplated thereby or (ii) rejecting any proposal made in opposition to consummation of the Merger or any other action or transaction which is intended to frustrate or impair the right or ability of Parent, the Subsidiary or the Company to consummate the Merger. Such attorneys and proxies are hereby authorized to vote the Shares in accordance with the terms of this Agreement.

3. In the event that the Company is unable or declines to exercise the power and authority granted by the Proxy for any reason, the Stockholder covenants and agrees (i) to vote all the Shares at any Meeting in favor of approval and adoption of the Merger and the Merger Agreement and the transactions contemplated thereby or provide the Stockholder's written consent thereto and (ii) unless otherwise requested by the Company in writing, to vote all of the Shares against any proposal made in opposition to consummation of the Merger at any Meeting and to refuse to provide the Stockholder's written consent thereto; provided, however, that the foregoing covenant and agreement shall not prohibit the Stockholder from taking or omitting to take any action pursuant to any fiduciary duty imposed upon him by applicable law in his capacity as a director or officer of Parent even though such action or omission is inconsistent with any action required to be taken by the Stockholder pursuant to the foregoing covenant and agreement.

4. The Stockholder hereby covenants and agrees that he will not vote or take any action by written consent of stockholders in lieu of meeting on any matter which is subject to the Proxy without the prior written consent of the Company.

5. The Stockholder hereby covenants and agrees that the Stockholder will not, and will not agree to, directly or indirectly, sell, transfer, assign, pledge, hypothecate, cause to be redeemed or otherwise dispose of any of the Shares, or grant any proxy, power-of-attorney or other authorization or interest in or with respect to any of the Shares, or deposit any of the Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of the Shares unless and until the Stockholder shall have (i) taken all actions (including, without limitation, the endorsement of a legend on the certificates evidencing such Shares) reasonably necessary to ensure that such Shares shall at all times be subject to all the restrictions, covenants and limitations imposed by this Agreement and (ii) caused any transferee or pledgee of such Shares to execute and deliver to the Company an Agreement and Irrevocable Proxy, in substantially the form of this Agreement.

6. The Stockholder represents and warrants to the Company that:

(a) the Stockholder has full power and authority to enter into this Agreement and to grant the Proxy, and to perform the Stockholder's obligations hereunder;

(b) this Agreement has been duly executed and delivered by, and constitutes a valid and binding obligation of, the Stockholder;

(c) as of the date hereof, the issued and outstanding Shares consist of that number of shares of Parent Common Stock beneficially owned by the Stockholder which is set forth opposite the name of the Stockholder on the signature page hereof;

(d) the Shares are all of the securities of Parent owned beneficially or of record by the Stockholder on the date hereof which are issued and outstanding;

(e) the Stockholder owns the Shares free and clear of all liens, charges, claims, encumbrances and security interests of any nature whatsoever;

(f) the Stockholder has the present power and right to vote all of the Shares which are issued and outstanding;

(g) except as provided herein, the Stockholder has not (i) granted any proxy, power-of-attorney or other authorization or interest with respect to any of such Shares, (ii) deposited any of the Shares into a voting trust or (iii) entered into any voting agreement or other arrangement with respect to the voting of any of the Shares; and

(h) the execution and delivery of this Agreement by the Stockholder and the consummation by the Stockholder of the transactions contemplated hereby do not require the consent, approval or authorization of, or filing with, any person or public authority.

7. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the provisions thereof relating to conflicts of law.

8. The terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the heirs, personal representatives, successors and permitted assigns of the Parties. This Agreement and the rights hereunder may not be assigned or transferred by the Company, except with the prior written consent of the Stockholder.

9. This Agreement shall terminate at the earliest of (i) the Effective Time (as defined in the Merger Agreement), (ii) the date of the termination of the Merger Agreement in accordance with its terms or (iii) the date upon written notice of termination of this Agreement is given by the Company to the Stockholder expressly referring to this paragraph.

10. The Stockholder acknowledges that the Company will enter into the Merger Agreement in reliance upon this Agreement, including the Proxy, and that the Proxy is granted in consideration for the execution and delivery of the Merger Agreement by the Company. THE

STOCKHOLDER AGREES THAT THE PROXY AND ALL OTHER POWER AND AUTHORITY INTENDED TO BE CONFERRED HEREBY IS COUPLED WITH AN INTEREST SUFFICIENT IN LAW TO SUPPORT AN IRREVOCABLE POWER AND, EXCEPT AS PROVIDED IN PARAGRAPH 9 ABOVE, SHALL NOT BE REVOCABLE OR TERMINATED BY ANY ACT OF THE STOCKHOLDER, BY LACK OF APPROPRIATE POWER OR AUTHORITY OR BY THE OCCURRENCE OF ANY OTHER EVENT OR EVENTS.

11. The Parties acknowledge and agree that performance of their respective obligations hereunder will confer a unique benefit on the other and that a failure of performance will result in irreparable harm to the other and will not be compensable by money damages. The Parties therefore agree that this Agreement, including the Proxy, shall be specifically enforceable and that specific enforcement and injunctive relief shall be a remedy properly available to each Party for any breach of any agreement, covenant or representation of any other Party hereunder.

12. The Stockholder will, upon request, execute and deliver any additional documents and take such further actions as may reasonably be deemed by the Company to be necessary or desirable to complete the Proxy granted herein or to carry out the provisions hereof.

13. If any term, provision, covenant or restriction of this Agreement, or the application thereof to any circumstance, shall, to any extent, be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement or the application thereof to any other circumstance, shall remain in full force and effect, shall not in any way be affected, impaired or invalidated and shall be enforced to the fullest extent permitted by law.

14. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof.

15. This Agreement may not be changed, amended or modified orally, but only by an agreement in writing signed by the Party against whom any waiver, change, amendment, modification or discharge may be sought.

16. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular paragraph or other subdivision. No provision of this Agreement shall be interpreted or construed against either Party solely because that Party or its legal representative drafted such provision.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, Parent, the Company and the Stockholder have duly executed this Agreement or caused this Agreement to be duly executed as of the date first above written.

USA WASTE SERVICES, INC.

By: /s/ EARL E. DEFRATES

Name: Earl E. Defrates
Title: Executive VP & CFO

SANIFILL, INC.

By: /s/ RODNEY R. PROTO

Name: Rodney R. Proto
Title: President

STOCKHOLDER

 /s/ DAVID SUTHERLAND-YOEST

Printed Name: David Sutherland-Yoest
Number of Shares: 270,984

EXHIBIT 5

AGREEMENT AND IRREVOCABLE PROXY

AGREEMENT AND IRREVOCABLE PROXY (this "Agreement"), dated as of June 22, 1996, among USA Waste Services, Inc., a Delaware corporation ("Parent"), Sanifill, Inc., a Delaware corporation (the "Company"), and Kostj Shirvanian (the "Stockholder" and, together with Parent and the Company, the "Parties").

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent and Quatro Acquisition Corp., a wholly-owned subsidiary of Parent ("Subsidiary"), are entering into an Agreement and Plan of Merger dated as of the date hereof (as amended from time to time, the "Merger Agreement"), providing, among other things, for the merger of Subsidiary with and into the Company (the "Merger");

WHEREAS, the Stockholder is the beneficial owner of the number of issued and outstanding shares of common stock, par value \$0.01 per share, of Parent ("Parent Common Stock") set forth opposite the Stockholder's name on the signature page to this Agreement; and

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, the Company has requested that the Stockholder grant the Company an irrevocable proxy (the "Proxy") with respect to the shares of Parent Common Stock owned by the Stockholder, upon the terms and subject to the conditions hereof.

NOW, THEREFORE, in order to induce the Company to enter into the Merger Agreement and in consideration of the representations, warranties, covenants and agreements set forth herein and in the Merger Agreement (including the benefits that the Parties expect to derive from the Merger), the receipt and sufficiency of all of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. The Stockholder hereby revokes all previous proxies granted with respect to any shares of Parent Common Stock owned by the Stockholder;
2. The Stockholder hereby irrevocably constitutes and appoints the Company as his true and lawful proxy and attorney-in-fact, with full power of substitution and resubstitution, for and in the name, place and stead of the Stockholder, to call and attend any and all meetings of the stockholders of Parent and any adjournments or continuations thereof, to execute any and all written consents of stockholders of Parent, and to vote all shares of Parent Common Stock and all shares of any other class of capital stock of Parent presently or at any future time owned beneficially or of record by the Stockholder, including any and all securities having voting rights issued or issuable in respect thereof, which the Stockholder is entitled to vote (all of the foregoing being collectively referred to as the "Shares"), and to represent and otherwise act as the Stockholder could

act, in the same manner and with the same effect as if the Stockholder were personally present, at any annual, special or other meeting of the stockholders of Parent, and at any adjournment thereof (a "Meeting"), or pursuant to any written consent in lieu of meeting or otherwise; provided, however, that any such vote or consent in lieu thereof or any other action so taken shall be solely for the purposes of (i) adopting and approving the Merger and the Merger Agreement and any transactions contemplated thereby or (ii) rejecting any proposal made in opposition to consummation of the Merger or any other action or transaction which is intended to frustrate or impair the right or ability of Parent, the Subsidiary or the Company to consummate the Merger. Such attorneys and proxies are hereby authorized to vote the Shares in accordance with the terms of this Agreement.

3. In the event that the Company is unable or declines to exercise the power and authority granted by the Proxy for any reason, the Stockholder covenants and agrees (i) to vote all the Shares at any Meeting in favor of approval and adoption of the Merger and the Merger Agreement and the transactions contemplated thereby or provide the Stockholder's written consent thereto and (ii) unless otherwise requested by the Company in writing, to vote all of the Shares against any proposal made in opposition to consummation of the Merger at any Meeting and to refuse to provide the Stockholder's written consent thereto; provided, however, that the foregoing covenant and agreement shall not prohibit the Stockholder from taking or omitting to take any action pursuant to any fiduciary duty imposed upon him by applicable law in his capacity as a director or officer of Parent even though such action or omission is inconsistent with any action required to be taken by the Stockholder pursuant to the foregoing covenant and agreement.

4. The Stockholder hereby covenants and agrees that he will not vote or take any action by written consent of stockholders in lieu of meeting on any matter which is subject to the Proxy without the prior written consent of the Company.

5. The Stockholder hereby covenants and agrees that the Stockholder will not, and will not agree to, directly or indirectly, sell, transfer, assign, pledge, hypothecate, cause to be redeemed or otherwise dispose of any of the Shares, or grant any proxy, power-of-attorney or other authorization or interest in or with respect to any of the Shares, or deposit any of the Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of the Shares unless and until the Stockholder shall have (i) taken all actions (including, without limitation, the endorsement of a legend on the certificates evidencing such Shares) reasonably necessary to ensure that such Shares shall at all times be subject to all the restrictions, covenants and limitations imposed by this Agreement and (ii) caused any transferee or pledgee of such Shares to execute and deliver to the Company an Agreement and Irrevocable Proxy, in substantially the form of this Agreement.

6. The Stockholder represents and warrants to the Company that:

(a) the Stockholder has full power and authority to enter into this Agreement and to grant the Proxy, and to perform the Stockholder's obligations hereunder;

(b) this Agreement has been duly executed and delivered by, and constitutes a valid and binding obligation of, the Stockholder;

(c) as of the date hereof, the issued and outstanding Shares consist of that number of shares of Parent Common Stock beneficially owned by the Stockholder which is set forth opposite the name of the Stockholder on the signature page hereof;

(d) the Shares are all of the securities of Parent owned beneficially or of record by the Stockholder on the date hereof which are issued and outstanding;

(e) the Stockholder owns the Shares free and clear of all liens, charges, claims, encumbrances and security interests of any nature whatsoever;

(f) the Stockholder has the present power and right to vote all of the Shares which are issued and outstanding;

(g) except as provided herein, the Stockholder has not (i) granted any proxy, power-of-attorney or other authorization or interest with respect to any of such Shares, (ii) deposited any of the Shares into a voting trust or (iii) entered into any voting agreement or other arrangement with respect to the voting of any of the Shares; and

(h) the execution and delivery of this Agreement by the Stockholder and the consummation by the Stockholder of the transactions contemplated hereby do not require the consent, approval or authorization of, or filing with, any person or public authority.

7. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the provisions thereof relating to conflicts of law.

8. The terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the heirs, personal representatives, successors and permitted assigns of the Parties. This Agreement and the rights hereunder may not be assigned or transferred by the Company, except with the prior written consent of the Stockholder.

9. This Agreement shall terminate at the earliest of (i) the Effective Time (as defined in the Merger Agreement), (ii) the date of the termination of the Merger Agreement in accordance with its terms or (iii) the date upon written notice of termination of this Agreement is given by the Company to the Stockholder expressly referring to this paragraph.

10. The Stockholder acknowledges that the Company will enter into the Merger Agreement in reliance upon this Agreement, including the Proxy, and that the Proxy is granted in consideration for the execution and delivery of the Merger Agreement by the Company. THE

STOCKHOLDER AGREES THAT THE PROXY AND ALL OTHER POWER AND AUTHORITY INTENDED TO BE CONFERRED HEREBY IS COUPLED WITH AN INTEREST SUFFICIENT IN LAW TO SUPPORT AN IRREVOCABLE POWER AND, EXCEPT AS PROVIDED IN PARAGRAPH 9 ABOVE, SHALL NOT BE REVOCABLE OR TERMINATED BY ANY ACT OF THE STOCKHOLDER, BY LACK OF APPROPRIATE POWER OR AUTHORITY OR BY THE OCCURRENCE OF ANY OTHER EVENT OR EVENTS.

11. The Parties acknowledge and agree that performance of their respective obligations hereunder will confer a unique benefit on the other and that a failure of performance will result in irreparable harm to the other and will not be compensable by money damages. The Parties therefore agree that this Agreement, including the Proxy, shall be specifically enforceable and that specific enforcement and injunctive relief shall be a remedy properly available to each Party for any breach of any agreement, covenant or representation of any other Party hereunder.

12. The Stockholder will, upon request, execute and deliver any additional documents and take such further actions as may reasonably be deemed by the Company to be necessary or desirable to complete the Proxy granted herein or to carry out the provisions hereof.

13. If any term, provision, covenant or restriction of this Agreement, or the application thereof to any circumstance, shall, to any extent, be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement or the application thereof to any other circumstance, shall remain in full force and effect, shall not in any way be affected, impaired or invalidated and shall be enforced to the fullest extent permitted by law.

14. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof.

15. This Agreement may not be changed, amended or modified orally, but only by an agreement in writing signed by the Party against whom any waiver, change, amendment, modification or discharge may be sought.

16. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular paragraph or other subdivision. No provision of this Agreement shall be interpreted or construed against either Party solely because that Party or its legal representative drafted such provision.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, Parent, the Company and the Stockholder have duly executed this Agreement or caused this Agreement to be duly executed as of the date first above written.

USA WASTE SERVICES, INC.

By: /s/ EARL E. DEFRATES

Name: Earl E. Defrates
Title: Executive VP & CFO

SANIFILL, INC.

By: /s/ RODNEY R. PROTO

Name: Rodney R. Proto
Title: President

STOCKHOLDER

/s/ KOSTI SHIRVANIAN

Printed Name: Kosti Shirvanian
Number of Shares: 6,714,061

EXHIBIT 6

AGREEMENT AND IRREVOCABLE PROXY

AGREEMENT AND IRREVOCABLE PROXY (this "Agreement"), dated as of June 22, 1996, among USA Waste Services, Inc., a Delaware corporation ("Parent"), Sanifill, Inc., a Delaware corporation (the "Company"), and John Rangos, Sr. (the "Stockholder" and, together with Parent and the Company, the "Parties").

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent and Quatro Acquisition Corp., a wholly-owned subsidiary of Parent ("Subsidiary"), are entering into an Agreement and Plan of Merger dated as of the date hereof (as amended from time to time, the "Merger Agreement"), providing, among other things, for the merger of Subsidiary with and into the Company (the "Merger");

WHEREAS, the Stockholder is the beneficial owner of the number of issued and outstanding shares of common stock, par value \$0.01 per share, of Parent ("Parent Common Stock") set forth opposite the Stockholder's name on the signature page to this Agreement (the "Covered Shares"); and

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, the Company has requested that the Stockholder grant the Company an irrevocable proxy (the "Proxy") with respect to the shares of Parent Common Stock owned by the Stockholder, upon the terms and subject to the conditions hereof.

NOW, THEREFORE, in order to induce the Company to enter into the Merger Agreement and in consideration of the representations, warranties, covenants and agreements set forth herein and in the Merger Agreement (including the benefits that the Parties expect to derive from the Merger), the receipt and sufficiency of all of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. The Stockholder hereby revokes all previous proxies granted with respect to any shares of Parent Common Stock owned by the Stockholder;
2. The Stockholder hereby irrevocably constitutes and appoints the Company as his true and lawful proxy and attorney-in-fact, with full power of substitution and resubstitution, for and in the name, place and stead of the Stockholder, to call and attend any and all meetings of the stockholders of Parent and any adjournments or continuations thereof, to execute any and all written consents of stockholders of Parent, and to vote all shares of Parent Common Stock and all shares of any other class of capital stock of Parent presently or at any future time owned beneficially or of record by the Stockholder, including any and all securities having voting rights issued or issuable in respect thereof, which the Stockholder is entitled to vote (all of the foregoing being

collectively referred to as the "Shares"), and to represent and otherwise act as the Stockholder could act, in the same manner and with the same effect as if the Stockholder were personally present, at any annual, special or other meeting of the stockholders of Parent, and at any adjournment thereof (a "Meeting"), or pursuant to any written consent in lieu of meeting or otherwise; provided, however, that any such vote or consent in lieu thereof or any other action so taken shall be solely for the purposes of (i) adopting and approving the Merger and the Merger Agreement and any transactions contemplated thereby or (ii) rejecting any proposal made in opposition to consummation of the Merger or any other action or transaction which is intended to frustrate or impair the right or ability of Parent, the Subsidiary or the Company to consummate the Merger. Such attorneys and proxies are hereby authorized to vote the Shares in accordance with the terms of this Agreement.

3. In the event that the Company is unable or declines to exercise the power and authority granted by the Proxy for any reason, the Stockholder covenants and agrees (i) to vote all the Shares at any Meeting in favor of approval and adoption of the Merger and the Merger Agreement and the transactions contemplated thereby or provide the Stockholder's written consent thereto and (ii) unless otherwise requested by the Company in writing, to vote all of the Shares against any proposal made in opposition to consummation of the Merger at any Meeting and to refuse to provide the Stockholder's written consent thereto; provided, however, that the foregoing covenant and agreement shall not prohibit the Stockholder from taking or omitting to take any action pursuant to any fiduciary duty imposed upon him by applicable law in his capacity as a director or officer of Parent even though such action or omission is inconsistent with any action required to be taken by the Stockholder pursuant to the foregoing covenant and agreement.

4. The Stockholder hereby covenants and agrees that he will not vote or take any action by written consent of stockholders in lieu of meeting on any matter which is subject to the Proxy without the prior written consent of the Company.

5. The Stockholder hereby covenants and agrees that the Stockholder will not, and will not agree to, directly or indirectly, sell, transfer, assign, pledge, hypothecate, cause to be redeemed or otherwise dispose of any of the Covered Shares, or grant any proxy, power-of-attorney or other authorization or interest in or with respect to any of the Covered Shares, or deposit any of the Covered Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of the Covered Shares unless and until the Stockholder shall have (i) taken all actions (including, without limitation, the endorsement of a legend on the certificates evidencing such Covered Shares) reasonably necessary to ensure that such Covered Shares shall at all times be subject to all the restrictions, covenants and limitations imposed by this Agreement and (ii) caused any transferee or pledgee of such Covered Shares to execute and deliver to the Company an Agreement and Irrevocable Proxy, in substantially the form of this Agreement.

6. The Stockholder represents and warrants to the Company that:

(a) the Stockholder has full power and authority to enter into this Agreement and to grant the Proxy, and to perform the Stockholder's obligations hereunder;

(b) this Agreement has been duly executed and delivered by, and constitutes a valid and binding obligation of, the Stockholder;

(c) as of the date hereof, the Covered Shares are beneficially owned by the Stockholder;

(d) the Shares are all of the securities of Parent owned beneficially or of record by the Stockholder on the date hereof which are issued and outstanding;

(e) the Stockholder owns the Shares free and clear of all liens, charges, claims, encumbrances and security interests of any nature whatsoever;

(f) the Stockholder has the present power and right to vote all of the Shares which are issued and outstanding;

(g) except as provided herein, the Stockholder has not (i) granted any proxy, power-of-attorney or other authorization or interest with respect to any of such Shares, (ii) deposited any of the Shares into a voting trust or (iii) entered into any voting agreement or other arrangement with respect to the voting of any of the Shares; and

(h) the execution and delivery of this Agreement by the Stockholder and the consummation by the Stockholder of the transactions contemplated hereby do not require the consent, approval or authorization of, or filing with, any person or public authority.

7. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the provisions thereof relating to conflicts of law.

8. The terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the heirs, personal representatives, successors and permitted assigns of the Parties. This Agreement and the rights hereunder may not be assigned or transferred by the Company, except with the prior written consent of the Stockholder.

9. This Agreement shall terminate at the earliest of (i) the Effective Time (as defined in the Merger Agreement), (ii) the date of the termination of the Merger Agreement in accordance with its terms or (iii) the date upon written notice of termination of this Agreement is given by the Company to the Stockholder expressly referring to this paragraph.

10. The Stockholder acknowledges that the Company will enter into the Merger Agreement in reliance upon this Agreement, including the Proxy, and that the Proxy is granted in consideration for the execution and delivery of the Merger Agreement by the Company. THE STOCKHOLDER AGREES THAT THE PROXY AND ALL OTHER POWER AND

AUTHORITY INTENDED TO BE CONFERRED HEREBY IS COUPLED WITH AN INTEREST SUFFICIENT IN LAW TO SUPPORT AN IRREVOCABLE POWER AND, EXCEPT AS PROVIDED IN PARAGRAPH 9 ABOVE, SHALL NOT BE REVOCABLE OR TERMINATED BY ANY ACT OF THE STOCKHOLDER, BY LACK OF APPROPRIATE POWER OR AUTHORITY OR BY THE OCCURRENCE OF ANY OTHER EVENT OR EVENTS.

11. The Parties acknowledge and agree that performance of their respective obligations hereunder will confer a unique benefit on the other and that a failure of performance will result in irreparable harm to the other and will not be compensable by money damages. The Parties therefore agree that this Agreement, including the Proxy, shall be specifically enforceable and that specific enforcement and injunctive relief shall be a remedy properly available to each Party for any breach of any agreement, covenant or representation of any other Party hereunder.

12. The Stockholder will, upon request, execute and deliver any additional documents and take such further actions as may reasonably be deemed by the Company to be necessary or desirable to complete the Proxy granted herein or to carry out the provisions hereof.

13. If any term, provision, covenant or restriction of this Agreement, or the application thereof to any circumstance, shall, to any extent, be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement or the application thereof to any other circumstance, shall remain in full force and effect, shall not in any way be affected, impaired or invalidated and shall be enforced to the fullest extent permitted by law.

14. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof.

15. This Agreement may not be changed, amended or modified orally, but only by an agreement in writing signed by the Party against whom any waiver, change, amendment, modification or discharge may be sought.

16. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular paragraph or other subdivision. No provision of this Agreement shall be interpreted or construed against either Party solely because that Party or its legal representative drafted such provision.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, Parent, the Company and the Stockholder have duly executed this Agreement or caused this Agreement to be duly executed as of the date first above written.

USA WASTE SERVICES, INC.

By: /s/ EARL E. DEFRATES

Name: Earl E. Debrates
Title: Executive VP & CFO

SANIFILL, INC.

By: /s/ RODNEY R. PROTO

Name: Rodney R. Proto
Title: President

STOCKHOLDER

/s/ JOHN RANGOS, SR.

Printed Name: John Rangos, Sr.
Number of Shares: 7,200,000

EXHIBIT 7

AGREEMENT AND IRREVOCABLE PROXY

AGREEMENT AND IRREVOCABLE PROXY (this "Agreement"), dated as of June 22, 1996, among USA Waste Services, Inc., a Delaware corporation ("Parent"), Sanifill, Inc., a Delaware corporation (the "Company"), and Alexander W. Rangos (the "Stockholder" and, together with Parent and the Company, the "Parties").

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent and Quatro Acquisition Corp., a wholly-owned subsidiary of Parent ("Subsidiary"), are entering into an Agreement and Plan of Merger dated as of the date hereof (as amended from time to time, the "Merger Agreement"), providing, among other things, for the merger of Subsidiary with and into the Company (the "Merger");

WHEREAS, the Stockholder is the beneficial owner of the number of issued and outstanding shares of common stock, par value \$0.01 per share, of Parent ("Parent Common Stock") set forth opposite the Stockholder's name on the signature page to this Agreement (the "Covered Shares"); and

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, the Company has requested that the Stockholder grant the Company an irrevocable proxy (the "Proxy") with respect to the shares of Parent Common Stock owned by the Stockholder, upon the terms and subject to the conditions hereof.

NOW, THEREFORE, in order to induce the Company to enter into the Merger Agreement and in consideration of the representations, warranties, covenants and agreements set forth herein and in the Merger Agreement (including the benefits that the Parties expect to derive from the Merger), the receipt and sufficiency of all of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. The Stockholder hereby revokes all previous proxies granted with respect to any shares of Parent Common Stock owned by the Stockholder;
2. The Stockholder hereby irrevocably constitutes and appoints the Company as his true and lawful proxy and attorney-in-fact, with full power of substitution and resubstitution, for and in the name, place and stead of the Stockholder, to call and attend any and all meetings of the stockholders of Parent and any adjournments or continuations thereof, to execute any and all written consents of stockholders of Parent, and to vote all shares of Parent Common Stock and all shares of any other class of capital stock of Parent presently or at any future time owned beneficially or of record by the Stockholder, including any and all securities having voting rights issued or issuable in respect thereof, which the Stockholder is entitled to vote (all of the foregoing being

collectively referred to as the "Shares"), and to represent and otherwise act as the Stockholder could act, in the same manner and with the same effect as if the Stockholder were personally present, at any annual, special or other meeting of the stockholders of Parent, and at any adjournment thereof (a "Meeting"), or pursuant to any written consent in lieu of meeting or otherwise; provided, however, that any such vote or consent in lieu thereof or any other action so taken shall be solely for the purposes of (i) adopting and approving the Merger and the Merger Agreement and any transactions contemplated thereby or (ii) rejecting any proposal made in opposition to consummation of the Merger or any other action or transaction which is intended to frustrate or impair the right or ability of Parent, the Subsidiary or the Company to consummate the Merger. Such attorneys and proxies are hereby authorized to vote the Shares in accordance with the terms of this Agreement.

3. In the event that the Company is unable or declines to exercise the power and authority granted by the Proxy for any reason, the Stockholder covenants and agrees (i) to vote all the Shares at any Meeting in favor of approval and adoption of the Merger and the Merger Agreement and the transactions contemplated thereby or provide the Stockholder's written consent thereto and (ii) unless otherwise requested by the Company in writing, to vote all of the Shares against any proposal made in opposition to consummation of the Merger at any Meeting and to refuse to provide the Stockholder's written consent thereto; provided, however, that the foregoing covenant and agreement shall not prohibit the Stockholder from taking or omitting to take any action pursuant to any fiduciary duty imposed upon him by applicable law in his capacity as a director or officer of Parent even though such action or omission is inconsistent with any action required to be taken by the Stockholder pursuant to the foregoing covenant and agreement.

4. The Stockholder hereby covenants and agrees that he will not vote or take any action by written consent of stockholders in lieu of meeting on any matter which is subject to the Proxy without the prior written consent of the Company.

5. The Stockholder hereby covenants and agrees that the Stockholder will not, and will not agree to, directly or indirectly, sell, transfer, assign, pledge, hypothecate, cause to be redeemed or otherwise dispose of any of the Covered Shares, or grant any proxy, power-of-attorney or other authorization or interest in or with respect to any of the Covered Shares, or deposit any of the Covered Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of the Covered Shares unless and until the Stockholder shall have (i) taken all actions (including, without limitation, the endorsement of a legend on the certificates evidencing such Covered Shares) reasonably necessary to ensure that such Covered Shares shall at all times be subject to all the restrictions, covenants and limitations imposed by this Agreement and (ii) caused any transferee or pledgee of such Covered Shares to execute and deliver to the Company an Agreement and Irrevocable Proxy, in substantially the form of this Agreement.

6. The Stockholder represents and warrants to the Company that:

(a) the Stockholder has full power and authority to enter into this Agreement and to grant the Proxy, and to perform the Stockholder's obligations hereunder;

(b) this Agreement has been duly executed and delivered by, and constitutes a valid and binding obligation of, the Stockholder;

(c) as of the date hereof, the Covered Shares are beneficially owned by the Stockholder;

(d) the Shares are all of the securities of Parent owned beneficially or of record by the Stockholder on the date hereof which are issued and outstanding;

(e) the Stockholder owns the Shares free and clear of all liens, charges, claims, encumbrances and security interests of any nature whatsoever;

(f) the Stockholder has the present power and right to vote all of the Shares which are issued and outstanding;

(g) except as provided herein, the Stockholder has not (i) granted any proxy, power-of-attorney or other authorization or interest with respect to any of such Shares, (ii) deposited any of the Shares into a voting trust or (iii) entered into any voting agreement or other arrangement with respect to the voting of any of the Shares; and

(h) the execution and delivery of this Agreement by the Stockholder and the consummation by the Stockholder of the transactions contemplated hereby do not require the consent, approval or authorization of, or filing with, any person or public authority.

7. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the provisions thereof relating to conflicts of law.

8. The terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the heirs, personal representatives, successors and permitted assigns of the Parties. This Agreement and the rights hereunder may not be assigned or transferred by the Company, except with the prior written consent of the Stockholder.

9. This Agreement shall terminate at the earliest of (i) the Effective Time (as defined in the Merger Agreement), (ii) the date of the termination of the Merger Agreement in accordance with its terms or (iii) the date upon written notice of termination of this Agreement is given by the Company to the Stockholder expressly referring to this paragraph.

10. The Stockholder acknowledges that the Company will enter into the Merger Agreement in reliance upon this Agreement, including the Proxy, and that the Proxy is granted in consideration for the execution and delivery of the Merger Agreement by the Company. THE STOCKHOLDER AGREES THAT THE PROXY AND ALL OTHER POWER AND

AUTHORITY INTENDED TO BE CONFERRED HEREBY IS COUPLED WITH AN INTEREST SUFFICIENT IN LAW TO SUPPORT AN IRREVOCABLE POWER AND, EXCEPT AS PROVIDED IN PARAGRAPH 9 ABOVE, SHALL NOT BE REVOCABLE OR TERMINATED BY ANY ACT OF THE STOCKHOLDER, BY LACK OF APPROPRIATE POWER OR AUTHORITY OR BY THE OCCURRENCE OF ANY OTHER EVENT OR EVENTS.

11. The Parties acknowledge and agree that performance of their respective obligations hereunder will confer a unique benefit on the other and that a failure of performance will result in irreparable harm to the other and will not be compensable by money damages. The Parties therefore agree that this Agreement, including the Proxy, shall be specifically enforceable and that specific enforcement and injunctive relief shall be a remedy properly available to each Party for any breach of any agreement, covenant or representation of any other Party hereunder.

12. The Stockholder will, upon request, execute and deliver any additional documents and take such further actions as may reasonably be deemed by the Company to be necessary or desirable to complete the Proxy granted herein or to carry out the provisions hereof.

13. If any term, provision, covenant or restriction of this Agreement, or the application thereof to any circumstance, shall, to any extent, be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement or the application thereof to any other circumstance, shall remain in full force and effect, shall not in any way be affected, impaired or invalidated and shall be enforced to the fullest extent permitted by law.

14. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof.

15. This Agreement may not be changed, amended or modified orally, but only by an agreement in writing signed by the Party against whom any waiver, change, amendment, modification or discharge may be sought.

16. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular paragraph or other subdivision. No provision of this Agreement shall be interpreted or construed against either Party solely because that Party or its legal representative drafted such provision.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, Parent, the Company and the Stockholder have duly executed this Agreement or caused this Agreement to be duly executed as of the date first above written.

USA WASTE SERVICES, INC.

By: /s/ EARL E. DEFRATES

Name: Earl E. Defrates
Title: Executive VP & CFO

SANIFILL, INC.

By: /s/ RODNEY R. PROTO

Name: Rodney R. Proto
Title: President

STOCKHOLDER

/s/ ALEXANDER W. RANGOS

Printed Name: Alexander W. Rangos
Number of Shares: 600,000

EXHIBIT 8

AGREEMENT AND IRREVOCABLE PROXY

AGREEMENT AND IRREVOCABLE PROXY (this "Agreement"), dated as of June 22, 1996, among USA Waste Services, Inc., a Delaware corporation ("Parent"), Sanifill, Inc., a Delaware corporation (the "Company"), and John Rangos Development Corporation, Inc. (the "Stockholder" and, together with Parent and the Company, the "Parties").

WHEREAS, concurrently with the execution and delivery of this Agreement, Parent and Quatro Acquisition Corp., a wholly-owned subsidiary of Parent ("Subsidiary"), are entering into an Agreement and Plan of Merger dated as of the date hereof (as amended from time to time, the "Merger Agreement"), providing, among other things, for the merger of Subsidiary with and into the Company (the "Merger");

WHEREAS, the Stockholder is the beneficial owner of the number of issued and outstanding shares of common stock, par value \$0.01 per share, of Parent ("Parent Common Stock") set forth opposite the Stockholder's name on the signature page to this Agreement (the "Covered Shares"); and

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, the Company has requested that the Stockholder grant the Company an irrevocable proxy (the "Proxy") with respect to the shares of Parent Common Stock owned by the Stockholder, upon the terms and subject to the conditions hereof.

NOW, THEREFORE, in order to induce the Company to enter into the Merger Agreement and in consideration of the representations, warranties, covenants and agreements set forth herein and in the Merger Agreement (including the benefits that the Parties expect to derive from the Merger), the receipt and sufficiency of all of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. The Stockholder hereby revokes all previous proxies granted with respect to any shares of Parent Common Stock owned by the Stockholder;
2. The Stockholder hereby irrevocably constitutes and appoints the Company as his true and lawful proxy and attorney-in-fact, with full power of substitution and resubstitution, for and in the name, place and stead of the Stockholder, to call and attend any and all meetings of the stockholders of Parent and any adjournments or continuations thereof, to execute any and all written consents of stockholders of Parent, and to vote all shares of Parent Common Stock and all shares of any other class of capital stock of Parent presently or at any future time owned beneficially or of record by the Stockholder, including any and all securities having voting rights issued or issuable in respect thereof, which the Stockholder is entitled to vote (all of the foregoing being

collectively referred to as the "Shares"), and to represent and otherwise act as the Stockholder could act, in the same manner and with the same effect as if the Stockholder were personally present, at any annual, special or other meeting of the stockholders of Parent, and at any adjournment thereof (a "Meeting"), or pursuant to any written consent in lieu of meeting or otherwise; provided, however, that any such vote or consent in lieu thereof or any other action so taken shall be solely for the purposes of (i) adopting and approving the Merger and the Merger Agreement and any transactions contemplated thereby or (ii) rejecting any proposal made in opposition to consummation of the Merger or any other action or transaction which is intended to frustrate or impair the right or ability of Parent, the Subsidiary or the Company to consummate the Merger. Such attorneys and proxies are hereby authorized to vote the Shares in accordance with the terms of this Agreement.

3. In the event that the Company is unable or declines to exercise the power and authority granted by the Proxy for any reason, the Stockholder covenants and agrees (i) to vote all the Shares at any Meeting in favor of approval and adoption of the Merger and the Merger Agreement and the transactions contemplated thereby or provide the Stockholder's written consent thereto and (ii) unless otherwise requested by the Company in writing, to vote all of the Shares against any proposal made in opposition to consummation of the Merger at any Meeting and to refuse to provide the Stockholder's written consent thereto; provided, however, that the foregoing covenant and agreement shall not prohibit the Stockholder from taking or omitting to take any action pursuant to any fiduciary duty imposed upon him by applicable law in his capacity as a director or officer of Parent even though such action or omission is inconsistent with any action required to be taken by the Stockholder pursuant to the foregoing covenant and agreement.

4. The Stockholder hereby covenants and agrees that he will not vote or take any action by written consent of stockholders in lieu of meeting on any matter which is subject to the Proxy without the prior written consent of the Company.

5. The Stockholder hereby covenants and agrees that the Stockholder will not, and will not agree to, directly or indirectly, sell, transfer, assign, pledge, hypothecate, cause to be redeemed or otherwise dispose of any of the Covered Shares, or grant any proxy, power-of-attorney or other authorization or interest in or with respect to any of the Covered Shares, or deposit any of the Covered Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of the Covered Shares unless and until the Stockholder shall have (i) taken all actions (including, without limitation, the endorsement of a legend on the certificates evidencing such Covered Shares) reasonably necessary to ensure that such Covered Shares shall at all times be subject to all the restrictions, covenants and limitations imposed by this Agreement and (ii) caused any transferee or pledgee of such Covered Shares to execute and deliver to the Company an Agreement and Irrevocable Proxy, in substantially the form of this Agreement.

6. The Stockholder represents and warrants to the Company that:

(a) the Stockholder has full power and authority to enter into this Agreement and to grant the Proxy, and to perform the Stockholder's obligations hereunder;

(b) this Agreement has been duly executed and delivered by, and constitutes a valid and binding obligation of, the Stockholder;

(c) as of the date hereof, the Covered Shares are beneficially owned by the Stockholder;

(d) the Shares are all of the securities of Parent owned beneficially or of record by the Stockholder on the date hereof which are issued and outstanding;

(e) the Stockholder owns the Shares free and clear of all liens, charges, claims, encumbrances and security interests of any nature whatsoever;

(f) the Stockholder has the present power and right to vote all of the Shares which are issued and outstanding;

(g) except as provided herein, the Stockholder has not (i) granted any proxy, power-of-attorney or other authorization or interest with respect to any of such Shares, (ii) deposited any of the Shares into a voting trust or (iii) entered into any voting agreement or other arrangement with respect to the voting of any of the Shares; and

(h) the execution and delivery of this Agreement by the Stockholder and the consummation by the Stockholder of the transactions contemplated hereby do not require the consent, approval or authorization of, or filing with, any person or public authority.

7. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the provisions thereof relating to conflicts of law.

8. The terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the heirs, personal representatives, successors and permitted assigns of the Parties. This Agreement and the rights hereunder may not be assigned or transferred by the Company, except with the prior written consent of the Stockholder.

9. This Agreement shall terminate at the earliest of (i) the Effective Time (as defined in the Merger Agreement), (ii) the date of the termination of the Merger Agreement in accordance with its terms or (iii) the date upon written notice of termination of this Agreement is given by the Company to the Stockholder expressly referring to this paragraph.

10. The Stockholder acknowledges that the Company will enter into the Merger Agreement in reliance upon this Agreement, including the Proxy, and that the Proxy is granted in consideration for the execution and delivery of the Merger Agreement by the Company. THE STOCKHOLDER AGREES THAT THE PROXY AND ALL OTHER POWER AND

AUTHORITY INTENDED TO BE CONFERRED HEREBY IS COUPLED WITH AN INTEREST SUFFICIENT IN LAW TO SUPPORT AN IRREVOCABLE POWER AND, EXCEPT AS PROVIDED IN PARAGRAPH 9 ABOVE, SHALL NOT BE REVOCABLE OR TERMINATED BY ANY ACT OF THE STOCKHOLDER, BY LACK OF APPROPRIATE POWER OR AUTHORITY OR BY THE OCCURRENCE OF ANY OTHER EVENT OR EVENTS.

11. The Parties acknowledge and agree that performance of their respective obligations hereunder will confer a unique benefit on the other and that a failure of performance will result in irreparable harm to the other and will not be compensable by money damages. The Parties therefore agree that this Agreement, including the Proxy, shall be specifically enforceable and that specific enforcement and injunctive relief shall be a remedy properly available to each Party for any breach of any agreement, covenant or representation of any other Party hereunder.

12. The Stockholder will, upon request, execute and deliver any additional documents and take such further actions as may reasonably be deemed by the Company to be necessary or desirable to complete the Proxy granted herein or to carry out the provisions hereof.

13. If any term, provision, covenant or restriction of this Agreement, or the application thereof to any circumstance, shall, to any extent, be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement or the application thereof to any other circumstance, shall remain in full force and effect, shall not in any way be affected, impaired or invalidated and shall be enforced to the fullest extent permitted by law.

14. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof.

15. This Agreement may not be changed, amended or modified orally, but only by an agreement in writing signed by the Party against whom any waiver, change, amendment, modification or discharge may be sought.

16. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular paragraph or other subdivision. No provision of this Agreement shall be interpreted or construed against either Party solely because that Party or its legal representative drafted such provision.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, Parent, the Company and the Stockholder have duly executed this Agreement or caused this Agreement to be duly executed as of the date first above written.

USA WASTE SERVICES, INC.

By: /s/ EARL E. DEFRATES

Name: Earl E. Debrates
Title: Executive VP & CFO

SANIFILL, INC.

By: /s/ RODNEY R. PROTO

Name: Rodney R. Proto
Title: President

STOCKHOLDER

By: /s/ ALEXANDER W. RANGOS

Printed Name: John Rangos Development
Corporation, Inc.
Number of Shares: 1,200,000

EXHIBIT 9

June 17, 1996

Sanifill, Inc.
2777 Allen Parkway, Suite 700
Houston, Texas 77019

Attention: H. Steven Walton
Vice President-Governmental Affairs
General Counsel & Secretary

Gentlemen:

USA Waste Services, Inc. (the "Protected Party") is prepared to furnish Sanifill, Inc. (the "Recipient") with information relating to the Protected Party (including information relating to its business and operations, capital structure and other non-public information) in connection with a proposed transaction between the Protected Party and the Recipient (the "Transaction"), which information is confidential or otherwise generally not available to the public (whether furnished before or after the date hereof, and regardless of the manner in which it is furnished or whether it is specifically identified as confidential, together with all analyses, compilations, studies or other documents that Recipient or its Representatives (as defined below) might prepare that contain or otherwise reflect such information, the "Confidential Information"). The term "Confidential Information" shall not include any such information (a) as may become generally available to the public other than as a result of a permitted disclosure by Recipient or its Representatives (as defined below), (b) known to Recipient on a non-confidential basis at the time of disclosure by or acquired from a source other than the Protected Party that was not prohibited from making disclosure or (c) subject to paragraph 4 below, required to be disclosed in order to comply with any applicable law, order, regulation or ruling. Recipient has prepared and delivered to the Protected Party, and the Protected Party will execute and adopt concurrent herewith as a condition to the effectiveness of this letter, a letter substantially identical to this letter providing for the same rights and conditions relating to the provision of information by Recipient to the Protected Party in connection with the Transaction.

As a condition to furnishing the Confidential Information to Recipient, Recipient agrees as follows:

1. Unless otherwise agreed to in advance in writing by the Protected Party, Recipient agrees (a) except as required by judicial, administrative or governmental proceedings, to keep all Confidential Information confidential and not to disclose or reveal any Confidential Information to any entity or person other than Recipient's employees, representatives, lenders or counsel, or affiliates, their employees, representatives, lenders or counsel (collectively, "Representatives") who are actively and directly participating on Recipient's behalf in connection with the proposed Transaction, or who otherwise need to know the Confidential Information for Recipient's work in connection with the proposed Transaction (and to be responsible for those persons' observing the terms of this agreement) and (b) not to use any Confidential Information for any purpose other than in connection with the evaluation, negotiation and consummation of the proposed Transaction.

Without the prior written consent of the other party, except to the extent required by law or by applicable rules of the New York Stock Exchange in order to prevent delisting or prolonged suspension of trading of the securities of the disclosing party under such rules or permitted by this agreement, neither party nor its Representatives will disclose to any other person the fact that discussions or negotiations are taking place concerning a possible Transaction, or any of the terms, conditions or other facts with respect to any such possible Transaction, including the status thereof.

The Confidential Information that is written, except for that portion that may be found in analyses, compilations, studies or other documents prepared by or for Recipient, will be returned to the Protected Party immediately upon the Protected Party's request and no copies shall be retained by Recipient or Recipient's Representatives. That portion of the Confidential Information that is found in analyses, compilations, studies or other documents prepared by or for Recipient, the Confidential Information that is oral and the Confidential Information that is not so requested or returned will be held by Recipient and kept subject to the terms of this agreement, or destroyed.

2. Recipient understands that the Protected Party has endeavored to include in the information Recipient has been furnished materials which it believes to be reliable and relevant for the purpose of Recipient's evaluation, that the Protected Party does not make any representation or warranty as to the accuracy or completeness of any information which is so provided, and neither the Protected Party nor any officer, director or Representative of the Protected Party shall have any liability to Recipient or its Representatives resulting from the use of such information by Recipient or its Representatives. For purposes of this paragraph 2, "information" is deemed to include all

information furnished to Recipient. Only those representations or warranties that are made to Recipient in a definitive acquisition agreement when, as, and if it is executed, and subject to such limitations and restrictions as may be specified in such acquisition agreement, will have any legal effect.

3. Recipient hereby acknowledges to the Protected Party that it is aware, and that it will advise its Representatives, that the Confidential Information may contain material, non-public information and that the United States securities laws restrict any person who has received any material, non-public information regarding an issuer from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.
4. In the event Recipient or any of its Representatives should be required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process or by any other applicable law or regulation) to disclose any Confidential Information, Recipient agrees that it will provide the Protected Party with prompt notice of such request or requirement (in any event, within three (3) business days after learning of such request or requirement) so that the Protected Party may seek an appropriate protective order or other appropriate remedy and/or waive Recipient's or its Representatives' compliance with the provisions of this agreement.
5. Recipient hereby acknowledges that the Confidential Information is being provided to Recipient in consideration of its agreement that for a period of two (2) years from the date hereof neither Recipient nor any of its affiliates (as defined in Rule 12b-2 of the Securities Act of 1934, as amended (the "Exchange Act")) will (and Recipient and its affiliates will not solicit, assist or encourage others to), directly or indirectly, unless the Protected Party or the Protected Party's Board of Directors consents thereto in writing in advance, (i) acquire, offer to acquire or agree to acquire, directly or indirectly, by purchase, gift or otherwise, beneficial ownership of any Voting Security (as defined below), if after such acquisition the undersigned (together with its affiliates) would hold or "beneficially own" (as defined in Rule 13d-3 under the Exchange Act), in the aggregate, securities of the Protected Party (including common stock of the Protected Party) having the power to vote for the election of directors of the Protected Party (or rights, options or warrants to acquire such voting securities or any securities convertible into or exchangeable for such voting securities) (collectively, "Voting Securities") representing more than 1% of the outstanding voting power (determined by the aggregate number of votes that may be cast) of the Protected Party's Voting Securities; (ii) solicit, or

encourage any other entity or person to solicit, proxies with respect to Voting Securities of the Protected Party, or become a "participant" or otherwise engage in any "solicitation" of "proxies" (as such terms are defined in Regulation 14A under the Exchange Act) with respect to the election of directors of the Protected Party in opposition to the nominees recommended by the Board of Directors of the Protected Party or otherwise for the purpose of acquiring control of the management of the Protected Party, or communicate with or seek to advise or influence any entity or person with respect to the voting of any Voting Securities; (iii) make any public proposals to the Protected Party or any of its directors, officers or security holders concerning a merger, consolidation or acquisition of the Protected Party or an acquisition of all or substantially all the assets of the Protected Party, or any acquisition, disposition, restructuring, recapitalization or similar transaction with respect to the Protected Party or any subsidiary thereof or take any action which would require the Protected Party to make a public announcement regarding the possibility of such a transaction with Recipient or any of its affiliates; (iv) otherwise join or form a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding, voting or disposing of any Voting Securities or encourage, advise or, for the purpose of circumventing or avoiding any of the provisions of this agreement, assist any person or entity to do any of the foregoing; or (v) request that the Protected Party's Board of Directors waive any provision of this paragraph; provided, however, that the provisions of this paragraph 5 shall lapse and be of no force and effect if (x) a tender or exchange is commenced by a third party (other than a third party who is an affiliate of, or acting in concert with, Recipient) for 20% or more of the outstanding shares of Protected Party's common stock, (y) a third party (including any "group" within the meaning of Section 13d-3 of the Exchange Act) (other than a third party who is an affiliate of, or acting in concert with, Recipient) acquires, after the date of this agreement, beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of more than 20% of the outstanding shares of Protected Party's common stock, or (z) Protected Party agrees (whether by definitive agreement or letter of intent) to a merger, consolidation or other acquisition of the Protected Party or an acquisition of all or substantially all the assets of the Protected Party.

6. Recipient hereby acknowledges that the Protected Party would not have an adequate remedy at law for money damages in the event that this agreement were not performed in accordance with its terms and, therefore, agrees that the Protected Party shall be entitled to specific performance of the terms hereof in addition to any other remedy to which it may be entitled at law or in equity; except that in no event shall a party hereto be liable for punitive, special or indirect damages.

7. Each party understands and agrees that no contract or agreement providing for a Transaction shall be deemed to exist between the Recipient and the Protected Party unless and until a definitive acquisition agreement has been executed and delivered, and each party hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with any such Transaction unless and until the parties have entered into a definitive acquisition agreement.
8. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.
9. This Agreement may not be changed, waived, discharged or terminated orally, but only by an agreement in writing signed by the party against which the enforcement of such change, waiver, discharge or termination is sought.
10. This Agreement shall automatically terminate on the date two (2) years from the date of this letter, except that such termination shall not affect any rights or remedies of either party arising out of prior breaches of this agreement by the other party, provided that legal action to enforce such rights or remedies is commenced within two (2) years of such breach and except that paragraphs 2, 3, 7, 8, 9 and 10 above shall survive such termination.

If the foregoing is in accordance with Recipient's understanding, please sign a copy of this letter and return it to the Protected Party, whereupon this letter shall constitute a binding agreement between the Protected Party and Recipient.

Very truly yours,

USA Waste Services, Inc.

By: /s/ GREGORY T. SANGALIS

 Gregory T. Sangalis
 Vice President,
 General Counsel & Secretary

Sanifill, Inc.
June 17, 1996
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AGREED AND ACCEPTED this 17th day of June, 1996.

Sanifill, Inc.

By: /s/ H. STEVEN WALTON

H. Steven Walton
Vice President-Government Affairs,
General Counsel & Secretary