

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 1)*

USA Waste Services, Inc.
(Name of Issuer)

Common Stock
(Title of Class of Securities)

90291710
(CUSIP Number)

John G. Rangos, Sr.
10700 Frankstown Road, Pittsburgh, Pa. 15235
412 244-6115

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

December 17, 1995
(Date of Event which Requires Filing of this Statement)

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

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

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

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

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

John G. Rangos, Sr.
###-##-####

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [X]
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS*

00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

United States

7 SOLE VOTING POWER

7,733,911

NUMBER OF 8 SHARED VOTING POWER
SHARES

-0-

BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

9 SOLE DISPOSITIVE POWER

7,733,911

10 SHARED DISPOSITIVE POWER

-0-

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

7,733,911

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
SHARES* []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

12.7%

14 TYPE OF REPORTING PERSON*

IN

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

John G. Rangos, Jr.
###-##-####

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [X]
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS*

00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

United States

7 SOLE VOTING POWER

841,120

NUMBER OF 8 SHARED VOTING POWER
SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

1,210,008

9 SOLE DISPOSITIVE POWER

841,120

10 SHARED DISPOSITIVE POWER

1,210,008

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,051,128

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
SHARES* []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

3.4%

14 TYPE OF REPORTING PERSON*

IN

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Alexander W. Rangos
###-##-####

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [X]
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS*

00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

United States

7 SOLE VOTING POWER

812,121

NUMBER OF 8 SHARED VOTING POWER
SHARES

1,210,008

BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

9 SOLE DISPOSITIVE POWER

812,121

10 SHARED DISPOSITIVE POWER

1,210,008

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,022,129

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
SHARES* []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

3.3%

14 TYPE OF REPORTING PERSON*

IN

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

John Rangos Development Corporation, Inc.
25-1682342

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*

00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

United States

7 SOLE VOTING POWER

1,210,008

NUMBER OF 8 SHARED VOTING POWER
SHARES

-0-

BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

9 SOLE DISPOSITIVE POWER

1,210,008

10 SHARED DISPOSITIVE POWER

-0-

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

1,210,008

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
SHARES*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

2.0%

14 TYPE OF REPORTING PERSON*

CO

Amendment No. 1 to Schedule 13D

John G. Rangos, Sr., John G. Rangos, Jr. and Alexander W. Rangos (collectively, the "Rangos Family Members") and John Rangos Development Corporation, Inc. hereby amend and supplement their statement on Schedule 13D with respect to the Common Stock, par value U.S.\$.01 (the "Company Shares"), of USA Waste Services, Inc., a Delaware corporation ("USA Waste").

Item 4. Purpose of Transaction

The second paragraph of the response to Item 4 of the statement on Schedule 13D as originally filed is hereby supplemented to add that the Rangos Family Members expect USA Waste to file a registration statement on Form S-3 under the Securities Act of 1933 on or about January 8, 1996 that will register an aggregate of 4,000,000 Company Shares held by the Rangos Family Members for sale from time to time in various manners, including pursuant to block trades, underwritten offerings, broker transactions, sales on the New York Stock Exchange and other permissible sales or pledges, all in accordance with the plan of distribution that will be referred to in the prospectus to be included in such registration statement, provided that during the period commencing 30 days before consummation by USA Waste of a business combination to be accounted for as a pooling of interests and ending upon publication by USA Waste of financial results covering at least 30 days of post-combination combined operations sales by any Rangos Family Member will not exceed 10% of the Company Shares owned by him on the date such period commences and sales by all Rangos Family Members will not exceed the proportion of 1% of the outstanding Company Shares that their Company Shares bear to the Company Shares owned by all affiliates of the Company at the beginning of such period. No determination has been made at this time by any of the Rangos Family Members to sell any particular number of Company Shares pursuant to such registration statement. In addition, pursuant to the Shareholders Agreement filed as Exhibit 1 hereto the Rangos Family Members expect that concurrently with the consummation of the acquisition of Western Waste Industries by USA Waste, the Board of Directors of USA Waste will be expanded from nine to twelve members and Mr. Kostj Shirvanian, Ms. Savey Tufkenian and Mr. Ramsey DiLibero will be elected as directors of USA Waste and that USA Waste will amend its by-laws in the manner provided in the Shareholders Agreement.

Item 5. Interest in Securities of the Issuer.

John G. Rangos, Sr.

(a) John G. Rangos, Sr. beneficially owns 7,733,911 Company Shares representing 12.7% of the 60,659,184 Company Shares which USA Waste reported as outstanding on November 10, 1995.

John G. Rangos, Jr.

(a) John G. Rangos, Jr. beneficially owns 2,051,128 Company Shares (which includes 780,413 Company Shares that he holds directly, 60,707 Company Shares that may be purchased upon exercise of outstanding stock options that are presently exercisable and 1,210,008 Company Shares owned by John Rangos Development Corporation, Inc.) representing 3.4% of the 60,659,184 Company Shares which USA Waste reported as outstanding on November 10, 1995.

Alexander W. Rangos

(a) Alexander W. Rangos beneficially owns 2,022,129 Company Shares (which includes 751,414 Company Shares that he holds directly, 60,707 Company Shares that may be purchased upon exercise of outstanding stock options that are presently exercisable and 1,210,008 Company Shares owned by John Rangos Development Corporation, Inc.) representing 3.3% of the 60,659,184 Company Shares which USA Waste reported as outstanding on November 10, 1995. In addition, Alexander W. Rangos holds an option to purchase 50,000 Company Shares that are not included in the Company Shares that he beneficially owns because the option is not presently exercisable.

John Rangos Development Corporation, Inc.

(a) John Rangos Development Corporation, Inc. owns of record 1,210,008 Company Shares representing 2.0% of the 60,659,184 Company Shares which USA Waste reported as outstanding on November 10, 1995.

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

Concurrently with the entry by USA Waste into a Merger Agreement with Western Waste Industries, the Rangos Family Members,

John Rangos Development Corporation, Inc., Donald F. Moorehead, Jr., John H. Drury and USA Waste entered into a Shareholders Agreement, dated December 17, 1995, which will replace the Shareholders Agreement currently in effect and will become effective upon consummation of the Merger Agreement between USA Waste and Western Waste Industries. At the same time, USA Waste agreed with the Rangos Family Members to file the registration statement on Form S-3 as described in the response to Item 4 above and has offered to include their Company Shares in future underwritten public offerings of Company Shares by USA Waste.

Item 7. Material to be Filed as Exhibits.

1. Exhibit 1 - Shareholders Agreement dated December 17, 1995 among USA Waste, Donald F. Moorehead, Jr., John E. Drury, the Rangos Family Members and John Rangos Development Corporation, Inc.

Signature

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

Dated: January 4, 1996

/s/ John G. Rangos, Sr.
John G. Rangos, Sr.

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

/s/ Alexander W. Rangos
Alexander W. Rangos

JOHN RANGOS DEVELOPMENT
CORPORATION, INC.

By /s/ John G. Rangos, Jr.
Name: John G. Rangos, Jr.
Title: President

Shareholders Agreement

This Shareholders Agreement (this "Agreement") is entered into this 17th day of December, 1995, between USA Waste Services, Inc., a Delaware corporation (the "Company"); Donald F. Moorehead, Jr., and John E. Drury (Donald F. Moorehead, Jr., and John E. Drury are referred to collectively herein as the "Company Stockholders"); John G. Rangos, Sr., John G. Rangos, Jr., Alexander W. Rangos (John G. Rangos, Sr., John G. Rangos, Jr. and Alexander W. Rangos are referred to collectively herein as the "Rangos Family Members") and John Rangos Development Corporation, Inc., (together with the Rangos Family Members, the "Rangos Shareholders").

RECITALS

The parties hereto are parties to a Shareholders Agreement dated June 30, 1995, which was entered into upon the consummation of the Agreement and Plan of Merger dated as of November 28, 1994 among the Company, Chambers Acquisition Corporation and Chambers Development Company, Inc. (the "June 30 Shareholders Agreement").

The Company intends to enter into an Agreement and Plan of Merger on or about the date hereof (the "Merger Agreement") with Riviera Acquisition Corporation, a California corporation and wholly-owned subsidiary of the Company ("Acquisition"), and Western Waste Industries, a California corporation ("Western"), providing for the merger of Acquisition with and into Western (the "Merger"), with Western being the surviving corporation and becoming a subsidiary of the Company.

The parties hereto have agreed that the Shareholders Agreement is to be amended effective upon the consummation of the Merger Agreement, to read as set forth herein, at which time Mr. Kostis Shirvanian, Ms. Savey Tufkenian and Mr. Ramsey DiLibero, who were formerly directors of Western, are to be elected as directors of the Company and Kostis Shirvanian is to be elected as a member of the Executive Committee of the Board of Directors of the Company.

This Agreement shall constitute a binding agreement as of the date hereof but the provisions hereof shall become effective upon consummation of the Merger Agreement; provided, however, that this Agreement shall terminate in the event that (i) the Company fails to perform any of its obligations set forth in that certain memorandum of understanding between the Rangos shareholders and the Company dated the date hereof, (ii) any of the Rangos shareholders shall have given written

notice to the Company concerning such failure to perform and (iii) such failure shall not have been cured within ten (10) days after receipt of such notice, and in any event prior to consummation of the Merger Agreement. In the event of such termination, or in the event that the Merger Agreement is terminated, this Agreement shall be of no force and effect from and after the date of either such termination and the June 30 Shareholders Agreement shall thereafter continue in full force and effect, without giving any effect to this Agreement. Termination of this Agreement shall be without liability on the part of any of the parties hereto.

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

Section 1 Term.

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

Section 2 Board of Directors of the Company.

(a) The Company, the Company Stockholders and the Rangos Shareholders agree that they shall use their best efforts to cause the Board of Directors of the Company immediately upon consummation of the Merger to be increased from nine to twelve members and, at all times during the Term

of this Agreement, to cause the Board of Directors to consist of no more than twelve members, except as otherwise may be required pursuant to governing instruments of securities issued by the Company.

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

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

(d) During the term of this Agreement, and subject to the provisions of clauses (b) and (c) of this Section 2, the Rangos Shareholders and the Company Stockholders agree to use their best efforts to cause (i) the election (and re-election during the term of this Agreement) of the individuals who constitute the initial Board of Directors immediately

following the effective time of the Merger (the "Initial Directors"), and (ii) the selection of and election of persons nominated (consistent with the provisions of Section 2(c) above) by a majority of the Initial Directors to fill any vacancies on the Board of Directors created by the resignation or removal of an Initial Director (other than a vacancy created by the resignation or removal of a designee of the Rangos Shareholders); provided that any person becoming a director subsequent to the date hereof whose election, or nomination for election, was approved consistent with the provisions of Section 2(c) above) by a vote of a majority of the Initial Directors shall be for purposes of this Section 2(d) considered as though such person were an Initial Director.

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

(a) The Company and the Company Stockholders agree that at all times during the Term of this Agreement they shall use their best efforts to establish and maintain an Executive Committee of the Board of Directors consisting of six (6) directors.

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

Section 4 Approval of Certain Actions.

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

- (1) Approve or enter into any merger of the Company with or into another entity, or any merger of any other entity with or into the Company (other than a merger with a wholly-owned subsidiary of the Company) if such entity has assets having a fair market value (as determined in good faith by the Board of Directors) of more than \$25,000,000; provided that if such entity has a fair market value in excess of \$5,000,000 and less than \$25,000,000 (as determined in good faith by

the Executive Committee) such transaction shall require approval of the Executive Committee;

- (2) Approve or enter into any transaction or series of related transactions involving the sale or other transfer of all or substantially all of the assets of the Company;
- (3) Approve the issuance of or issue any shares of, or rights to acquire shares of, the capital stock of the Company (other than pursuant to previously approved employee benefit plans or employee benefit plans consistent with customary practice in the industry);
- (4) Approve or enter into any transaction as a result of which the Company would acquire, directly or through a subsidiary of the Company, assets (whether by purchase, merger or consolidation) for more than \$25,000,000 in consideration (whether the consideration is in the form of cash, assets or securities) to be paid, transferred or issued by or on behalf of the Company or any subsidiary of the Company; provided that if such consideration is in excess of \$5,000,000 but less than \$25,000,000, such transaction shall require the approval of the Executive Committee;
- (5) Approve or enter into any transaction as a result of which the Company or any subsidiary of the Company would dispose of assets having a fair market value (as determined in good faith by the Board of Directors) of more than \$1,000,000;
- (6) Approve any amendment to the Certificate of Incorporation or By-laws of the Company;
- (7) Approve or enter into any transaction as a result of which the Company or any subsidiary of the Company would incur indebtedness for borrowed money in excess of \$5,000,000;
- (8) Approve or enter into any transaction in which the Company or any subsidiary of the Company would enter into a lease of real or personal property involving annual payments in excess of \$1,000,000;

- (9) Approve or substantially modify annual operating and capital budgets of the Company; or
- (10) Make any changes in the composition of committees of the Board of Directors of the Company.

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

Section 5 Notice.

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

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

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

To the Company:

USA Waste Services, Inc.
5400 LBJ Freeway
Suite 300 - Tower One
Dallas, Texas 75240

Attention: General Counsel

To the Rangos Shareholders:

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

Section 6 Severability.

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

Section 7 Assignment.

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

Section 8 Amendment.

This Agreement may be modified only by a written instrument duly executed by all parties to the Agreement and compliance with any provision or condition contained in this Agreement, or the obtaining of any consent provided for in this Agreement, may be waived only by written instrument duly executed by the party to be bound by such waiver.

Section 9 Governing Law.

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

Section 10 Counterparts.

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

Section 11 Best Efforts Obligations.

For purposes of this Agreement, the term "best efforts" shall, (i) with respect to the Rangos Shareholders and the Company Stockholders, require such persons to take all lawful action in their capacities as members of the Board of Directors and with respect to the voting of the shares of Common Stock held by such persons, and (ii) with respect to the Rangos Shareholders, the Company Stockholders and the Company, require

such person to refrain from taking any action which could reasonably be expected to frustrate the purposes intended to be accomplished by the best efforts obligations provided herein.

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

USA Waste Services, Inc.,

By: /s/ Earl E. DeFrates
Earl E. DeFrates
Executive Vice President

/s/ John G. Rangos, Sr.
John G. Rangos, Sr.

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

/s/ Alexander W. Rangos
Alexander W. Rangos

John Rangos Development Corporation,
Inc.

By: /s/ Alexander W. Rangos

/s/ Donald F. Moorehead, Jr.
Donald F. Moorehead, Jr.

/s/ John E. Drury
John E. Drury