

THIS FIRST AMENDMENT AGREEMENT is dated as of the 21st day of December, 2007.

**B E T W E E N:**

**WASTE MANAGEMENT OF CANADA CORPORATION**  
a Nova Scotia unlimited liability company  
**AS BORROWER**

- and -

**THE GUARANTORS FROM TIME TO TIME PARTY  
TO THE CREDIT AGREEMENT**  
**AS GUARANTORS**

- and -

**THE LENDERS FROM TIME TO TIME PARTY  
TO THE CREDIT AGREEMENT**  
**AS LENDERS**

- and -

**THE BANK OF NOVA SCOTIA**  
a bank to which the *Bank Act* (Canada) applies,  
in its capacity as administrative agent hereunder  
**AS ADMINISTRATIVE AGENT**

**RECITALS:**

- A. The Borrower, the Guarantors, the Agent and the Lenders are parties to a Credit Agreement dated as of 30 November 2005 (the “**Existing Credit Agreement**”).
- B. The Borrower and the Lenders have agreed to certain amendments to the terms and conditions in the Existing Credit Agreement and the parties are entering into this First Amendment Agreement to give effect thereto and to the other matters set forth herein.

**NOW THEREFORE** in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

### Section 1 – Amendment to Definitions

(a) The following provision is added as Section 1.1.45.1:

1.1.45.1 "**First Amendment Agreement**" means the first amendment agreement to this Agreement dated as of December 21, 2007.

(b) Section 1.1.59 of the Existing Credit Agreement is deleted and replaced with the following provision:

1.1.59 "**Maturity Date**" means 30 November 2012.

### Section 2 – Amendment to the Credit

(a) Section 2.1 of the Existing Credit Agreement is deleted and replaced with the following provision:

#### 2.1 Amount and Availment Options

- (1) Upon and subject to the terms and conditions of this Agreement, the Lenders severally agree to provide to the Borrower a non-revolving term credit facility (the "**Credit**") for the use of the Borrower in the amount of up to Cdn. \$340,000,000 (provided that each Lender's obligation hereunder shall be limited to its respective Applicable Percentage of the Credit).
- (2) At the option of the Borrower, the Credit may be utilized by the Borrower by requesting that Prime Rate Advances be made by the Lenders or by presenting orders to a Lender for acceptance as Banker's Acceptances.

(b) Section 2.2 of the Existing Credit Agreement is deleted and replaced with the following provision:

**2.2** The Credit is a non-revolving credit. The principal amount of any Advance under the Credit which is repaid from time to time may not be reborrowed. The Cdn. \$35,000,000 increase to the Credit provided for in the First Amendment Agreement shall be available in no more than two Advances, during the period from the date of this Agreement to and including 31 January 2008 (the "**Availability Period**"). Any unused portion of the Credit after the Availability Period will be immediately cancelled.

### Section 3 – New Section 2.9

The Existing Credit Agreement is amended by adding the following provision as Section 2.9:

## 2.9 Uncommitted Increase Amount

- (1) The Borrower may request that the Credit be increased for specified uses by an aggregate amount not to exceed Cdn. \$25,000,000 (the “**Uncommitted Facility Increase**”). This is an uncommitted credit facility and no Lender has any obligation to the Borrower to provide any Advance thereunder except as set forth in this Section 2.9. The Borrower agrees that it shall deliver a request to the Agent under Section 2.9(3) prior to agreeing to obtain additional financing from any other bank or commercial lender.
- (2) At any time prior to the maturity date of the Credit and provided that there exists no Pending Event of Default or Event of Default which is continuing, the Borrower may provide to the Agent a request (a “**Commitment Request**”) for the Lenders to commit to provide the amount under the Uncommitted Facility Increase, it being understood and agreed that the Borrower shall be entitled to one such request only.
- (3) Such increase requested will be subject to obtaining commitments from new or existing Lenders on terms, other than upfront fees, identical to those in this Agreement for the Credit.
- (4) The Commitment Request shall be given not less than 30 days prior to the date of effectiveness of the proposed Commitment Increase.
- (5) The Commitment Request shall include (a) the aggregate amount of the commitment being requested (the “**Requested Amount**”), and (b) the upfront fee the Borrower is prepared to pay in relation to the Requested Amount, (c) the date of the proposed first Advance under the Commitment Request.
- (6) The Agent shall forward to each Lender, promptly after receipt thereof, a copy of the Commitment Request together with a request that each Lender respond to the Agent in relation thereto. Each Lender shall determine, in its sole and unfettered discretion, whether it wishes to commit its *pro rata* share of the Requested Amount and provide the Agent its response in that regard not later than seven Business Days following the day upon which the Lender provided notice of the Commitment Request to the Agent, with any failure by a Lender to so respond being deemed to be a refusal to provide its *pro rata* share of the Requested Amount.
- (7) The Agent shall promptly after such seventh Business Day provide a notice to the Borrower and each Lender which specifies (a) the identity of the Lenders that have agreed to provide a commitment under the Commitment Request (the “**Committing Lenders**”), (b) the aggregate amount committed to by the Committing Lenders, (c) in the event that

the aggregate amount committed to by the Committing Lenders is less than the Requested Amount (such shortfall being the “**Commitment Deficit**”), an invitation to each Committing Lender to commit, in its sole and unfettered discretion, to increase its commitment by its *pro rata* share of the Commitment Deficit, and (d) the date upon which each Committing Lender is required to provide to the Agent its response in that regard, which, in any event, shall not be later than four Business Days following the day upon which the Agent provided notice of the opportunity to participate in the Commitment Deficit, with any failure by a Committing Lender to so respond being deemed to be a refusal to provide its *pro rata* share of the Commitment Deficit.

- (8) The Agent shall promptly after such fourth Business Day provide a notice (the “**Existing Lender Notice**”) to the Borrower and each Lender which specifies (a) the aggregate amount committed to by the Committing Lenders, (b) the allocation of the such aggregate amount committed to among the Committing Lenders, (c) the date such new commitment is to become effective, (d) the difference, if any between the Requested Amount and the aggregate amount committed to by the Committing Lenders (the “**Remaining Deficit**”), and (e) such other matters as the Agent may, in its discretion, include.
- (9) Following receipt by the Borrower of the Existing Lender Notice indicating the existence of a Remaining Deficit, the Borrower may invite one or more banks or other commercial lenders (who are not then Lenders), to provide all or a portion of the Remaining Deficit. The aggregate amount committed to by the Committing Lenders together with any commitment in relation to the Remaining Deficit as contemplated in this subsection, is referred to herein as a “**New Commitment**”.
- (10) Once the amount of the New Commitment is determined in accordance with Section 2.9(10), the Credit shall be deemed to be increased by such amount. It is acknowledged and agreed that:
  - (a) the New Commitment shall be subject to the terms and conditions of this Agreement (as amended, modified and supplemented to such time); and
  - (b) that each Obligor, effective as of the time of the initial Advance under the New Commitment, shall be deemed to have:
    - (i) confirmed that the representations and warranties made in Section 6.1 of this Agreement, other than those expressly stated to be made as of a specific date or otherwise expressly modified pursuant to the provisions

of Section 6.2 of this Agreement, to be true and correct on and as of the date thereof including, without limitation, that there has occurred no Event of Default or Pending Event of Default which is continuing;

- (ii) agreed that, except as amended in relation to the New Commitment, this Agreement remains in full force and effect, without amendment, and that it has ratified and confirmed this Agreement; and
  - (iii) agreed that, without in any way limiting the terms of this Agreement or any other Loan Document, it has confirmed that the Security made or granted by it pursuant to this Agreement remains in full force and effect notwithstanding the arrangements effected in relation to the New Commitment and that such Security shall continue to secure or support all of the Obligations and all other the debts, liabilities and obligations described as being so supported in the Security, including but not limited to those debts, liabilities and obligations arising as a result of the New Commitment.
- (11) The transactions arising from the Commitment Request shall be completed within 15 days after the Agent delivers the Existing Lender Notice. In connection therewith, and prior to or concurrent with the initial Advance under the New Commitment:
- (a) the Borrower and each other Obligor shall, promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the Agent may reasonably request including, without limitation providing documentation parallel in scope to the documentation described in Sections 4.1(2) and 4.1(3);
  - (b) pay any related fees in relation to the New Commitment; and
  - (c) the Agent shall circulate a revised Schedule E to this Agreement to the Borrower and each of the Lenders.
- (12) For greater certainty, no approval of any Commitment Request shall be required from any Lender which is not a Committing Lender.

**Section 4 – Amendment to Schedule E of Existing Credit Agreement**

Schedule E to the Existing Credit Agreement is deleted and replaced by Schedule E to this First Amendment Agreement.

### **Section 5 – Conditions Precedent to Effectiveness of this First Amendment Agreement**

This First Amendment Agreement shall become binding on the Lenders only upon satisfaction of the following conditions precedent:

- (a) execution and delivery of this First Amendment Agreement by each of the Borrower and the Guarantors;
- (b) execution and delivery of this First Amendment Agreement by the Lenders in accordance with Section 9.7 of the Existing Credit Agreement;
- (c) no Event of Default or Pending Event of Default having occurred and being continuing as at the date of satisfaction of all of the foregoing conditions precedent;
- (d) the Agent having received an amendment fee equal to 0.10% of the amount of the Credit, being Cdn. \$340,000, for the account of each consenting Lender in proportion to each Lender's Commitment as set forth in Schedule E;
- (e) the Agent having received the favourable opinions of such Ontario and foreign counsel to the Borrower and the Guarantors as it may reasonably require, in relation to the enforceability of this First Amendment Agreement; and
- (f) the Agent having received such corporate resolutions, incumbency and other certificates of each of the Borrower and the Guarantors as the Agent may reasonably request in connection with this First Amendment Agreement and the transactions contemplated hereby.

### **Section 6 – Representations and Warranties of the Obligors**

Each of the Obligors acknowledge that this First Amendment Agreement is a Loan Document and that all of their respective representations and warranties concerning Loan Documents that are contained in the Existing Credit Agreement apply to this First Amendment Agreement and are deemed to be repeated on their execution of this First Amendment Agreement as if set out in full in this First Amendment Agreement. The other representations and warranties made in Section 6.1 of the Existing Credit Agreement, other than those expressly stated to be made as of a specific date or otherwise expressly modified pursuant to the provisions of Section 6.2 of the Existing Credit Agreement, are true and correct on and as of the date hereof with the same force and effect as if such representations and warranties had been made on and as of the date hereof, but subject to the same qualifications as are contained in Section 6.2 of the Existing Credit Agreement.

### **Section 7 – Continuing Effect of Existing Credit Agreement**

Except as amended by this First Amendment Agreement, the Existing Credit Agreement shall remain in full force and effect, without amendment, and is hereby ratified and confirmed. Without in any way limiting the terms of the Existing Credit Agreement or any other Loan Document, each Obligor confirms that the Security made or granted by it pursuant to the

Existing Credit Agreement remains in full force and effect notwithstanding the amendments to the Existing Credit Agreement contained herein and that such Security shall continue to secure or support all of the Obligations and all other the debts, liabilities and obligations described as being so supported in the Security, including but not limited to those debts, liabilities and obligations arising as a result of this First Amendment Agreement.

**Section 8 – Further Assurances**

The Borrower shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the Agent may require from time to time for the purposes of giving effect to this First Amendment Agreement and shall use reasonable efforts and take all such steps as may be within its power to implement, to the full extent, the provisions of this First Amendment Agreement.

**Section 9 – Counterparts and Facsimile**

This First Amendment Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. For the purposes of this Section, the delivery of a facsimile copy of an executed counterpart of this First Amendment Agreement shall be deemed to be valid execution and delivery thereof.

**Section 10 – Governing Law**

The parties agree that this First Amendment Agreement shall be conclusively deemed to be a contract made under, and shall for all purposes be governed by and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

**Section 11 – Interpretation**

Capitalized terms used herein, unless otherwise defined or indicated herein, have the respective meanings defined in the Existing Credit Agreement. This First Amendment Agreement and the Existing Credit Agreement shall be read together and have effect so far as practicable as though the provisions thereof and the relevant provisions hereof are contained in one document.

**Section 12 – Effective Date**

This First Amendment Agreement may be referred to as being dated as of December 21, 2007, notwithstanding the actual date of execution by the parties hereto as set forth on their respective signing pages.

*[EXECUTION PAGES FOLLOW]*

**IN WITNESS WHEREOF**, the parties have duly executed this First Amendment Agreement as of the 21st day of December, 2007.

**THE BANK OF NOVA SCOTIA**, as Agent

By: /s/ R. J. BOOMHOUR

R. J. Boomhour

Director

By: /s/ J. Qi

J. Qi

Associate

*[signature page for First Amendment Agreement to Credit Agreement relating to Waste Management of Canada Corporation et al.]*



**IN WITNESS WHEREOF**, the parties have duly executed this First Amendment Agreement as of the 21st day of December, 2007.

**WASTE MANAGEMENT OF CANADA  
CORPORATION**

By: /s/ CHERIE C. RICE

Cherie C. Rice

Vice President and Treasurer

By: /s/ DAVID LAPAUL

David LaPaul

Assistant Treasurer

*[signature page for First Amendment Agreement to Credit Agreement relating to Waste Management of Canada Corporation et al.]*

**IN WITNESS WHEREOF**, the parties have duly executed this First Amendment Agreement as of the 21st day of December, 2007.

**WASTE MANAGEMENT, INC.**

By: /s/ CHERIE C. RICE

Cherie C. Rice

Vice President-Finance & Treasurer

By: /s/ DAVID LAPAUL

David LaPaul

Assistant Treasurer

*[signature page for First Amendment Agreement to Credit Agreement relating to Waste Management of Canada Corporation et al.]*

**IN WITNESS WHEREOF**, the parties have duly executed this First Amendment Agreement as of the 21st day of December, 2007.

**WASTE MANAGEMENT HOLDINGS, INC.**

By: /s/ CHERIE C. RICE

Cherie C. Rice

Vice President and Treasurer

By: /s/ DAVID LAPAUL

David LaPaul

Assistant Treasurer

*[signature page for First Amendment Agreement to Credit Agreement relating to Waste Management of Canada Corporation et al.]*

**IN WITNESS WHEREOF**, the parties have duly executed this First Amendment Agreement as of the 21st day of December, 2007.

**BNP PARIBAS (CANADA)**

By: /s/ ANDREW SCLATER

Andrew Sclater  
Vice President

By: /s/ COLIN DICKINSON

Colin Dickinson  
Director

*[signature page for First Amendment Agreement to Credit Agreement relating to Waste Management of Canada Corporation et al.]*

**IN WITNESS WHEREOF**, the parties have duly executed this First Amendment Agreement as of the 21st day of December, 2007.

**THE BANK OF NOVA SCOTIA**, as Lender

By: /s/ D. MALONEY

D. Maloney  
Director, Credit Solutions

By: /s/ J. HOLZSCHERER

J. Holzscherer  
Senior Credit Solutions Manager

*[signature page for First Amendment Agreement to Credit Agreement relating to Waste Management of Canada Corporation et al.]*

- S7 -

**IN WITNESS WHEREOF**, the parties have duly executed this First Amendment Agreement as of the 21st day of December, 2007.

**BANK OF AMERICA, NATIONAL  
ASSOCIATION (CANADA BRANCH)**

By: /s/ MEDINA SALES DE ANDRADE  
Medina Sales De Andrade  
Vice President

*[signature page for First Amendment Agreement to Credit Agreement relating to Waste Management of Canada Corporation et al.]*

FIRST AMENDMENT AGREEMENT

**IN WITNESS WHEREOF**, the parties have duly executed this First Amendment Agreement as of the 21st day of December, 2007.

**MIZUHO CORPORATE BANK, LTD.**

By: /s/ HIRONOBU SHIRAIISHI

Hironobu Shiraishi

Joint General Manager

*[signature page for First Amendment Agreement to Credit Agreement relating to Waste Management of Canada Corporation et al.]*

**IN WITNESS WHEREOF**, the parties have duly executed this First Amendment Agreement as of the 21st day of December, 2007.

**ABN AMRO BANK N.V.  
(CANADA BRANCH)**

By: /s/ AMY MACDONALD  
Amy MacDonald  
Manager

By: /s/ L. GEOFFREY MORPHY  
Geoffrey Morphy  
Senior Vice President

*[signature page for First Amendment Agreement to Credit Agreement relating to Waste Management of Canada Corporation et al.]*



- S10 -

**IN WITNESS WHEREOF**, the parties have duly executed this First Amendment Agreement as of the 21st day of December, 2007.

**SUMITOMO MITSUI BANKING  
CORPORATION OF CANADA**

By: /s/ ELWOOD LANGLEY

Elwood Langley  
Senior Vice President

*[signature page for First Amendment Agreement to Credit Agreement relating to Waste Management of Canada Corporation et al.]*

FIRST AMENDMENT AGREEMENT

- S11 -

**IN WITNESS WHEREOF**, the parties have duly executed this First Amendment Agreement as of the 21st day of December, 2007.

**U.S. BANK NATIONAL ASSOCIATION,  
CANADA BRANCH**

By: /s/ Signature Illegible

*[signature page for First Amendment Agreement to Credit Agreement relating to Waste Management of Canada Corporation et al.]*

FIRST AMENDMENT AGREEMENT

- S12 -

**IN WITNESS WHEREOF**, the parties have duly executed this First Amendment Agreement as of the 21st day of December, 2007.

**JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, TORONTO BRANCH**

By: /s/ MUHAMMAD HASAN  
Muhammad Hasan  
Vice President

*[signature page for First Amendment Agreement to Credit Agreement relating to Waste Management of Canada Corporation et al.]*

FIRST AMENDMENT AGREEMENT

**IN WITNESS WHEREOF**, the parties have duly executed this First Amendment Agreement as of the 21st day of December, 2007.

**COMERICA BANK**

By: /s/ DE VON LANG

De Von Lang

Corporate Banking Officer

*[signature page for First Amendment Agreement to Credit Agreement relating to Waste Management of Canada Corporation et al.]*

**SCHEDULE E**  
**APPLICABLE PERCENTAGES OF LENDERS**

*[see references in Section 1.1]*

<u>Lender</u>	<u>Commitment</u>	<u>Applicable Percentage</u>
The Bank of Nova Scotia	Cdn. \$84,231,000	24.774%
BNP Paribas (Canada)	Cdn. \$62,430,000	18.362%
Mizuho Corporate Bank, Ltd.	Cdn. \$41,499,000	12.206%
U.S. Bank National Association	Cdn. \$41,741,000	12.277%
Bank of America, National Association	Cdn. \$37,459,000	11.017%
ABN AMRO Bank N.V.	Cdn. \$26,036,000	7.658%
Sumitomo Mitsui Banking Corporation of Canada	Cdn. \$20,733,000	6.098%
JPMorgan Chase Bank, National Association	Cdn. \$16,557,000	4.870%
Comerica Bank	<u>Cdn. \$9,314,000</u>	<u>2.739%</u>
	Cdn. \$340,000,000	100%

FIRST AMENDMENT AGREEMENT

## WASTE MANAGEMENT, INC.

**COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES**  
(In Millions, Except Ratios)  
(Unaudited)

	Years Ended December 31,				
	2007	2006	2005	2004	2003
Income before income taxes, cumulative effect of change in accounting principle, losses in equity investments and minority interests	\$ 1,792	\$ 1,560	\$ 1,253	\$ 1,316	\$ 1,129
Fixed charges deducted from income:					
Interest expense	521	545	496	455	439
Implicit interest in rents	44	49	51	51	69
	<u>565</u>	<u>594</u>	<u>547</u>	<u>506</u>	<u>508</u>
Earnings available for fixed charges (a)	<u>\$ 2,357</u>	<u>\$ 2,154</u>	<u>\$ 1,800</u>	<u>\$ 1,822</u>	<u>\$ 1,637</u>
Interest expense	\$ 521	\$ 545	\$ 496	\$ 455	\$ 439
Capitalized interest	22	18	9	22	22
Implicit interest in rents	44	49	51	51	69
Total fixed charges (a)	<u>\$ 587</u>	<u>\$ 612</u>	<u>\$ 556</u>	<u>\$ 528</u>	<u>\$ 530</u>
Ratio of earnings to fixed charges	<u>4.0x</u>	<u>3.5x</u>	<u>3.2x</u>	<u>3.5x</u>	<u>3.1x</u>

- (a) To the extent interest may be assessed by taxing authorities on any underpayment of income tax, such amounts are classified as a component of income tax expense in our Statements of Operations. For purposes of this disclosure, interest expense related to income tax matters has been excluded from our measurements of "Earnings available for fixed charges" and "Total fixed charges" for all periods presented.

**Exhibit 21.1**

<i>Name</i>	<i>Jurisdiction of Incorporation or Formation</i>
1329409 Ontario Inc.	Ontario
2M Investments, L.L.C.	Utah
3368084 Canada Inc.	Canada
635952 Ontario Inc.	Ontario
Acaverde S.A. de C.V.	Mexico
Akron Regional Landfill, Inc.	Delaware
Alabama Waste Disposal Solutions, L.L.C.	Alabama
Alliance Sanitary Landfill, Inc.	Pennsylvania
Alpharetta Transfer Station, LLC	Georgia
American Landfill, Inc.	Ohio
American RRT Fiber Supply, L.P.	Pennsylvania
Anderson Landfill, Inc.	Delaware
Antelope Valley Recycling and Disposal Facility, Inc.	California
Arden Landfill, Inc.	Pennsylvania
Atlantic Waste Disposal, Inc.	Delaware
Automated Salvage Transport Co., L.L.C.	Delaware
Azusa Land Reclamation, Inc.	California
B&B Landfill, Inc.	Delaware
Barre Landfill Gas Associates, L.P.	Delaware
Beecher Development Company	Illinois
Bestan Inc.	Quebec
Big Dipper Enterprises, Inc.	North Dakota
Bio-Energy Partners	Illinois
Bluegrass Containment, L.L.C.	Delaware
Brazoria County Recycling Center, Inc.	Texas
Burnsville Sanitary Landfill, Inc.	Minnesota
C&C Disposal, LLC	Georgia
C.I.D. Landfill, Inc.	New York
CA Newco, L.L.C.	Delaware
Cal Sierra Disposal	California
California Asbestos Monofill, Inc.	California
Canadian Waste Services Holdings Inc.	Ontario
CAP/CRA, L.L.C.	Illinois
Capital Sanitation Company	Nevada
Capitol Disposal, Inc.	Alaska
Carolina Grading, Inc.	South Carolina
Cedar Ridge Landfill, Inc.	Delaware
Central Disposal Systems, Inc.	Iowa
Central Missouri Landfill, Inc.	Missouri
Chadwick Road Landfill, Inc.	Georgia
Chambers Clearview Environmental Landfill, Inc.	Mississippi
Chambers Development Company, Inc.	Delaware
Chambers Development of Ohio, Inc.	Ohio
Chambers of Georgia, Inc.	Delaware
Chambers of Mississippi, Inc.	Mississippi
Chastang Landfill, Inc.	Delaware
Chemical Waste Management of Indiana, L.L.C.	Delaware
Chemical Waste Management of the Northwest, Inc.	Washington
Chemical Waste Management, Inc.	Delaware

<i>Name</i>	<i>Jurisdiction of Incorporation or Formation</i>
Chesser Island Road Landfill, Inc.	Georgia
City Disposal Systems, Inc.	Delaware
City Environmental Services, Inc. of Waters	Michigan
City Environmental, Inc.	Delaware
City Management Corporation	Michigan
Cleburne Landfill Company Corp.	Alabama
Coast Waste Management, Inc.	California
Connecticut Valley Sanitary Waste Disposal, Inc.	Massachusetts
Conservation Services, Inc.	Colorado
Continental Waste Industries Arizona, Inc.	New Jersey
Coshocton Landfill, Inc.	Ohio
Cougar Landfill, Inc.	Texas
Countryside Landfill, Inc.	Illinois
CR Group, LLC	Utah
Cuyahoga Landfill, Inc.	Delaware
CWM Chemical Services, L.L.C.	Delaware
Dafter Sanitary Landfill, Inc.	Michigan
Dauphin Meadows, Inc.	Pennsylvania
Deep Valley Landfill, Inc.	Delaware
Deer Track Park Landfill, Inc.	Delaware
Del Almo Landfill, L.L.C.	Delaware
Delaware Recyclable Products, Inc.	Delaware
Dickinson Landfill, Inc.	Delaware
Disposal Service, Incorporated	West Virginia
E.C. Waste, Inc.	Puerto Rico
Earthmovers Landfill, L.L.C.	Delaware
East Liverpool Landfill, Inc.	Ohio
Eastern One Land Corporation	Delaware
eCycling Services, L.L.C.	Delaware
El Coqui Landfill Company, Inc.	Puerto Rico
El Coqui Waste Disposal, Inc.	Delaware
ELDA Landfill, Inc.	Delaware
Elk River Landfill, Inc.	Minnesota
Envirofil of Illinois, Inc.	Illinois
Evergreen Landfill, Inc.	Delaware
Evergreen National Indemnity Company	Ohio
Evergreen Recycling and Disposal Facility, Inc.	Delaware
Farmer's Landfill, Inc.	Missouri
Feather River Disposal, Inc.	California
Fernley Disposal, Inc.	Nevada
G.I. Industries	Utah
GA Landfills, Inc.	Delaware
Gallia Landfill, Inc.	Delaware
Garnet of Maryland, Inc.	Maryland
Gateway Transfer Station, LLC	Georgia
Georgia Waste Systems, Inc.	Georgia
Gestion Des Rebut D.M.P. Inc.	Quebec
Giordano Recycling, L.L.C.	Delaware
Glen's Sanitary Landfill, Inc.	Michigan



<i>Name</i>	<i>Jurisdiction of Incorporation or Formation</i>
Grand Central Sanitary Landfill, Inc.	Pennsylvania
Guadalupe Mines Mutual Water Company	California
Guadalupe Rubbish Disposal Co., Inc.	California
Guam Resource Recovery Partners, L.P.	Delaware
Harris Sanitation, Inc.	Florida
Harwood Landfill, Inc.	Maryland
Hillsboro Landfill Inc.	Oregon
Holyoke Sanitary Landfill, Inc.	Massachusetts
IN Landfills, L.L.C.	Delaware
Jahner Sanitation, Inc.	North Dakota
Jay County Landfill, L.L.C.	Delaware
K and W Landfill Inc.	Michigan
Kahle Landfill, Inc.	Missouri
Keene Road Landfill, Inc.	Florida
Kelly Run Sanitation, Inc.	Pennsylvania
Key Disposal Ltd.	British Columbia
King George Landfill, Inc.	Virginia
Lakeville Recycling, L.P.	Delaware
Land Reclamation Company, Inc.	Delaware
Land South Holdings, LLC	Delaware
Landfill of Pine Ridge, Inc.	Delaware
Landfill Services of Charleston, Inc.	West Virginia
Laurel Highlands Landfill, Inc.	Pennsylvania
LCS Services, Inc.	West Virginia
Liberty Landfill, L.L.C.	Delaware
Liberty Lane West Owners' Association	New Hampshire
Liquid Waste Management, Inc.	California
Longleaf C&D Disposal Facility, Inc.	Florida
Longmont Landfill, L.L.C.	Delaware
M.S.T.S. Limited Partnership	Illinois
M.S.T.S., Inc.	Delaware
Mahoning Landfill, Inc.	Ohio
Mass Gravel Inc.	Massachusetts
Mc Ginnes Industrial Maintenance Corporation	Texas
McDaniel Landfill, Inc.	North Dakota
McGill Landfill, Inc.	Michigan
Meadowfill Landfill, Inc.	Delaware
Michigan Environs, Inc.	Michigan
Midwest One Land Corporation	Delaware
Modern-Mallard Energy, LLC	Delaware
Modesto Garbage Co., Inc.	California
Moor Refuse, Inc.	California
Mountain Indemnity Insurance Company	Vermont
Mountainview Landfill, Inc. (MD)	Maryland
Mountainview Landfill, Inc. (UT)	Utah
Nassau Landfill, L.L.C.	Delaware
National Guaranty Insurance Company of Vermont	Vermont
New England CR L.L.C.	Delaware
New Milford Landfill, L.L.C.	Delaware

<i>Name</i>	<i>Jurisdiction of Incorporation or Formation</i>
New Orleans Landfill, L.L.C.	Delaware
NH/VT Energy Recovery Corporation	New Hampshire
North America One Land Company, L.L.C.	Delaware
North Manatee Recycling and Disposal Facility, L.L.C.	Florida
Northwestern Landfill, Inc.	Delaware
Nu-Way Live Oak Reclamation, Inc.	Delaware
Oakridge Landfill, Inc.	South Carolina
Oakwood Landfill, Inc.	South Carolina
Okeechobee Landfill, Inc.	Florida
Ozark Ridge Landfill, Inc.	Arkansas
P & R Environmental Industries, L.L.C.	North Carolina
Pacific Waste Management L.L.C.	Delaware
Palo Alto Sanitation Company	California
Paper Recycling International, L.P.	Delaware
Pappy, Inc.	Maryland
Peltz H.C., LLC	Wisconsin
Pen-Rob, Inc.	Arizona
Penuelas Valley Landfill, Inc.	Puerto Rico
People's Landfill, Inc.	Delaware
Peterson Demolition, Inc.	Minnesota
Phoenix Resources, Inc.	Pennsylvania
Pine Grove Landfill, Inc. (DE)	Delaware
Pine Grove Landfill, Inc. (PA)	Pennsylvania
Pine Tree Acres, Inc.	Michigan
Plantation Oaks Landfill, Inc.	Delaware
PPP Corporation	Delaware
Prairie Bluff Landfill, Inc.	Delaware
Pulaski Grading, L.L.C.	Delaware
Pullman-Hoffman, Inc.	Ohio
Quail Hollow Landfill, Inc.	Delaware
R & B Landfill, Inc.	Georgia
RAA Colorado, L.L.C.	Colorado
RAA Trucking, LLC	Wisconsin
Rail Cycle North Ltd.	Ontario
RCI Hudson, Inc.	Massachusetts
RE-CY-CO, Inc.	Minnesota
Recycle America Co., L.L.C.	Delaware
Recycle America Holdings, Inc.	Delaware
Redwood Landfill, Inc.	Delaware
Refuse Services, Inc.	Florida
Refuse, Inc.	Nevada
REI Holdings Inc.	Delaware
Reliable Landfill, L.L.C.	Delaware
Remote Landfill Services, Inc.	Tennessee
Reno Disposal Co.	Nevada
Resco Holdings L.L.C.	Delaware
Resource Control Composting, Inc.	Massachusetts
Resource Control, Inc.	Massachusetts
Richland County Landfill, Inc.	South Carolina

<i>Name</i>	<i>Jurisdiction of Incorporation or Formation</i>
Riegel Ridge, LLC	North Carolina
Riverbend Landfill Co.	Oregon
Rolling Meadows Landfill, Inc.	Delaware
RRT Design & Construction Corp.	Delaware
RRT Empire of Monroe County, Inc.	New York
RTS Landfill, Inc.	Delaware
Rust Engineering & Construction Inc.	Delaware
Rust International Inc.	Delaware
S & S Grading, Inc.	West Virginia
S. V. Farming Corp.	New Jersey
Sanifill de Mexico (US), Inc.	Delaware
Sanifill Power Corporation	Delaware
SC Holdings, Inc.	Pennsylvania
SES Bridgeport L.L.C.	Delaware
Shade Landfill, Inc.	Delaware
Sierra Estrella Landfill, Inc.	Arizona
Southern Alleghenies Landfill, Inc.	Pennsylvania
Southern One Land Corporation	Delaware
Southern Plains Landfill, Inc.	Oklahoma
Southern Waste Services, L.L.C.	Delaware
Spruce Ridge, Inc.	Minnesota
Stony Hollow Landfill, Inc.	Delaware
Storey County Sanitation, Inc.	Nevada
Suburban Landfill, Inc.	Delaware
Texarkana Landfill, L.L.C.	Delaware
The Peltz Group, LLC	Wisconsin
The Waste Management Charitable Foundation	Delaware
The Woodlands of Van Buren, Inc.	Delaware
TNT Sands, Inc.	South Carolina
Trail Ridge Landfill, Inc.	Delaware
Transamerican Waste Central Landfill, Inc.	Delaware
Trash Hunters, Inc.	Mississippi
Tri-County Sanitary Landfill, L.L.C.	Delaware
TX Newco, L.L.C.	Delaware
United Waste Systems Leasing, Inc.	Michigan
United Waste Systems of Gardner, Inc.	Massachusetts
USA South Hills Landfill, Inc.	Pennsylvania
USA Valley Facility, Inc.	Delaware
USA Waste Geneva Landfill, Inc.	Delaware
USA Waste Landfill Operations and Transfer, Inc.	Texas
USA Waste of California, Inc.	Delaware
USA Waste of Pennsylvania, LLC	Delaware
USA Waste of Texas Landfills, Inc.	Delaware
USA Waste of Virginia Landfills, Inc.	Delaware
USA Waste Services of Nevada, Inc.	Nevada
USA Waste Services of NYC, Inc.	Delaware
USA Waste-Management Resources, LLC	New York
USA-Crinc, L.L.C.	Delaware
UWS Barre, Inc.	Massachusetts

<i>Name</i>	<i>Jurisdiction of Incorporation or Formation</i>
Valley Garbage and Rubbish Company, Inc.	California
Vern's Refuse Service, Inc.	North Dakota
Vickery Environmental, Inc.	Ohio
Vista Landfill, LLC	Florida
Voyageur Disposal Processing, Inc.	Minnesota
Warner Company	Delaware
Waste Away Group, Inc.	Alabama
Waste Management Arizona Landfills, Inc.	Delaware
Waste Management Buckeye, L.L.C.	Delaware
Waste Management Canadian Finance L.P.	Quebec
Waste Management Collection and Recycling, Inc.	California
Waste Management Disposal Services of Colorado, Inc.	Colorado
Waste Management Disposal Services of Maine, Inc.	Maine
Waste Management Disposal Services of Maryland, Inc.	Maryland
Waste Management Disposal Services of Massachusetts, Inc.	Massachusetts
Waste Management Disposal Services of Oregon, Inc.	Delaware
Waste Management Disposal Services of Pennsylvania, Inc.	Pennsylvania
Waste Management Disposal Services of Virginia, Inc.	Delaware
Waste Management Financing Corporation	Delaware
Waste Management Holdings, Inc.	Delaware
Waste Management Inc. of Florida	Florida
Waste Management Indycoke, L.L.C.	Delaware
Waste Management International, Inc.	Delaware
Waste Management International, Ltd.	Bermuda
Waste Management Municipal Services of California, Inc.	California
Waste Management National Services, Inc.	Delaware
Waste Management New England Environmental Transport, Inc.	Delaware
Waste Management of Alameda County, Inc.	California
Waste Management of Alaska, Inc.	Delaware
Waste Management of Arizona, Inc.	California
Waste Management of Arkansas, Inc.	Delaware
Waste Management of California, Inc.	California
Waste Management of Canada Corporation	Nova Scotia
Waste Management of Carolinas, Inc.	North Carolina
Waste Management of Colorado, Inc.	Colorado
Waste Management of Connecticut, Inc.	Delaware
Waste Management of Delaware, Inc.	Delaware
Waste Management of Five Oaks Recycling and Disposal Facility, Inc.	Delaware
Waste Management of Georgia, Inc.	Georgia
Waste Management of Hawaii, Inc.	Delaware
Waste Management of Idaho, Inc.	Idaho
Waste Management of Illinois, Inc.	Delaware
Waste Management of Indiana Holdings One, Inc.	Delaware
Waste Management of Indiana Holdings Two, Inc.	Delaware
Waste Management of Indiana, L.L.C.	Delaware
Waste Management of Iowa, Inc.	Iowa
Waste Management of Kansas, Inc.	Kansas
Waste Management of Kentucky Holdings, Inc.	Delaware
Waste Management of Kentucky, L.L.C.	Delaware

<i>Name</i>	<i>Jurisdiction of Incorporation or Formation</i>
Waste Management of Leon County, Inc.	Florida
Waste Management of Londonderry, Inc.	Delaware
Waste Management of Louisiana Holdings One, Inc.	Delaware
Waste Management of Louisiana, L.L.C.	Delaware
Waste Management of Maine, Inc.	Maine
Waste Management of Maryland, Inc.	Maryland
Waste Management of Massachusetts, Inc.	Massachusetts
Waste Management of Metro Atlanta, Inc.	Georgia
Waste Management of Michigan, Inc.	Michigan
Waste Management of Minnesota, Inc.	Minnesota
Waste Management of Mississippi, Inc.	Mississippi
Waste Management of Missouri, Inc.	Delaware
Waste Management of Montana, Inc.	Delaware
Waste Management of Nebraska, Inc.	Delaware
Waste Management of Nevada, Inc.	Nevada
Waste Management of New Hampshire, Inc.	Connecticut
Waste Management of New Jersey, Inc.	Delaware
Waste Management of New Mexico, Inc.	New Mexico
Waste Management of New York, L.L.C.	Delaware
Waste Management of North Dakota, Inc.	Delaware
Waste Management of Ohio, Inc.	Ohio
Waste Management of Oklahoma, Inc.	Oklahoma
Waste Management of Oregon, Inc.	Oregon
Waste Management of Pennsylvania Gas Recovery, L.L.C.	Delaware
Waste Management of Pennsylvania, Inc.	Pennsylvania
Waste Management of Plainfield, L.L.C.	Delaware
Waste Management of Rhode Island, Inc.	Delaware
Waste Management of South Carolina, Inc.	South Carolina
Waste Management of South Dakota, Inc.	South Dakota
Waste Management of Texas Holdings, Inc.	Delaware
Waste Management of Texas, Inc.	Texas
Waste Management of Tunica Landfill, Inc.	Mississippi
Waste Management of Utah, Inc.	Utah
Waste Management of Virginia, Inc.	Virginia
Waste Management of Washington, Inc.	Delaware
Waste Management of West Virginia, Inc.	Delaware
Waste Management of Wisconsin, Inc.	Wisconsin
Waste Management of Wyoming, Inc.	Delaware
Waste Management Partners, Inc.	Delaware
Waste Management Plastic Products, Inc.	Delaware
Waste Management Recycle Asia, L.L.C.	Ohio
Waste Management Recycling and Disposal Services of California, Inc.	California
Waste Management Recycling of New Jersey, L.L.C.	Delaware
Waste Management Security, L.L.C.	Delaware
Waste Management Service Center, Inc.	Delaware
Waste Management Technology Center, Inc.	Delaware
Waste Management, Inc. of Tennessee	Tennessee
Waste Resources of Tennessee, Inc.	Tennessee
Waste Services of Kentucky, L.L.C.	Delaware

<i>Name</i>	<i>Jurisdiction of Incorporation or Formation</i>
Waste to Energy Holdings, Inc.	Delaware
Wastech Inc.	Nevada
WESI Baltimore Inc.	Delaware
WESI Capital Inc.	Delaware
WESI Peekskill Inc.	Delaware
WESI Westchester Inc.	Delaware
Western One Land Corporation	Delaware
Western Waste Industries	California
Western Waste of Texas, L.L.C.	Delaware
Wheelabrator Baltimore L.L.C.	Delaware
Wheelabrator Baltimore, L.P.	Maryland
Wheelabrator Bridgeport, L.P.	Delaware
Wheelabrator Cedar Creek Inc.	Delaware
Wheelabrator Claremont Company, L.P.	Delaware
Wheelabrator Claremont Inc.	Delaware
Wheelabrator Concord Company, L.P.	Delaware
Wheelabrator Concord Inc.	Delaware
Wheelabrator Connecticut Inc.	Delaware
Wheelabrator Culm Services Inc.	Delaware
Wheelabrator Environmental Systems Inc.	Delaware
Wheelabrator Falls Inc.	Delaware
Wheelabrator Frackville Energy Company Inc.	Delaware
Wheelabrator Frackville Properties Inc.	Delaware
Wheelabrator Fuel Services Inc.	Delaware
Wheelabrator Gloucester Company, L.P.	New Jersey
Wheelabrator Gloucester Inc.	Delaware
Wheelabrator Guam Inc.	Delaware
Wheelabrator Hudson Energy Company Inc.	Delaware
Wheelabrator Hudson Falls L.L.C.	Delaware
Wheelabrator Land Resources Inc.	Delaware
Wheelabrator Lassen Inc.	Delaware
Wheelabrator Lisbon Inc.	Delaware
Wheelabrator Martell Inc.	Delaware
Wheelabrator McKay Bay Inc.	Florida
Wheelabrator Millbury Inc.	Delaware
Wheelabrator New Hampshire Inc.	Delaware
Wheelabrator New Jersey Inc.	Delaware
Wheelabrator NHC Inc.	Delaware
Wheelabrator North Andover Inc.	Delaware
Wheelabrator North Broward Inc.	Delaware
Wheelabrator North Shore Inc.	Delaware
Wheelabrator Norwalk Energy Company Inc.	Delaware
Wheelabrator Penacook Inc.	Delaware
Wheelabrator Pinellas Inc.	Delaware
Wheelabrator Putnam Inc.	Delaware
Wheelabrator Ridge Energy Inc.	Delaware
Wheelabrator Saugus Inc.	Delaware
Wheelabrator Saugus, J.V.	Massachusetts
Wheelabrator Shasta Energy Company Inc.	Delaware

<i>Name</i>	<i>Jurisdiction of Incorporation or Formation</i>
Wheelabrator Sherman Energy Company, G.P.	Maine
Wheelabrator Sherman Station L.L.C.	Delaware
Wheelabrator Sherman Station One Inc.	Delaware
Wheelabrator South Broward Inc.	Delaware
Wheelabrator Spokane Inc.	Delaware
Wheelabrator Technologies Inc.	Delaware
Wheelabrator Technologies International Inc.	Delaware
Wheelabrator Westchester, L.P.	Delaware
White Lake Landfill, Inc.	Michigan
Williams Landfill, L.L.C.	Delaware
Willow Oak Landfill, LLC	Georgia
WM Arizona Operations, L.L.C.	Delaware
WM Emergency Employee Support Fund, Inc.	Delaware
WM Energy Solutions, Inc.	Delaware
WM Green Squad, LLC	Delaware
WM GTL, Inc.	Delaware
WM GTL, LLC	Delaware
WM Healthcare Solutions, Inc.	Delaware
WM Illinois Renewable Energy, L.L.C.	Delaware
WM International Holdings, Inc.	Delaware
WM LampTracker, Inc.	Delaware
WM Landfills of Ohio, Inc.	Delaware
WM Landfills of Tennessee, Inc.	Delaware
WM Leasing of Arizona, L.L.C.	Delaware
WM Leasing of Texas, L.P.	Delaware
WM Middle Tennessee Environmental Center, L.L.C.	Delaware
WM of Texas, L.L.C.	Delaware
WM Organic Growth, Inc.	Delaware
WM Pack-Rat of California, LLC	Delaware
WM Pack-Rat of Illinois, LLC	Delaware
WM Pack-Rat of Maryland, LLC	Delaware
WM Pack-Rat of Massachusetts, LLC	Delaware
WM Pack-Rat of Rhode Island, LLC	Delaware
WM Pack-Rat, LLC	Delaware
WM Partnership Holdings, Inc.	Delaware
WM Quebec Inc.	Canada
WM RA Canada Inc.	Ontario
WM Recycle America, L.L.C.	Delaware
WM Renewable Energy, L.L.C.	Delaware
WM Resources, Inc.	Pennsylvania
WM Safety Services, L.L.C.	Delaware
WM Security Services, Inc.	Delaware
WM Services SA	Argentina
WM Storage, Inc.	Delaware
WM Tontitown Landfill, LLC	Arkansas
WM Trash Monitor Plus, L.L.C.	Delaware
WMI Medical Services of Indiana, Inc.	Indiana
WMI Mexico Holdings, Inc.	Delaware
WMNA Container Recycling, L.L.C.	Delaware

<i>Name</i>	<i>Jurisdiction of Incorporation or Formation</i>
WMSALSA, Inc.	Texas
WMST Illinois, L.L.C.	Illinois
WTI Air Pollution Control Inc.	Delaware
WTI Financial L.L.C.	Delaware
WTI International Holdings Inc.	Delaware
WTI Rust Holdings Inc.	Delaware



**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-8 No. 333-45062) of Waste Management, Inc. pertaining to the issuance of shares of common stock pursuant to the Waste Management Retirement Savings Plan and the Waste Management Retirement Savings Plan for Bargaining Unit Employees,
- (2) Registration Statement (Form S-8 No. 333-110293) of Waste Management, Inc. pertaining to the issuance of shares of common stock pursuant to the 2003 Waste Management, Inc. Directors' Deferred Compensation Plan,
- (3) Registration Statement (Form S-8 No. 333-135379) of Waste Management, Inc. pertaining to the issuance of shares of common stock pursuant to the Waste Management, Inc. Employee Stock Purchase Plan,
- (4) Registration Statement (Form S-8 No. 333-45066) of Waste Management, Inc. pertaining to the issuance of shares of common stock pursuant to the WMI 2000 Stock Incentive Plan, WMI 2000 Broad-Based Stock Plan, WMI 1993 Stock Incentive Plan, WMI 1996 Stock Option Plan for Non-Employee Directors, Waste Management Holdings, Inc. 1997 Equity Incentive Plan, Waste Management Holdings, Inc. 1992 Stock Option Plan for Non-Employee Directors and Eastern Environmental Services, Inc. 1997 Stock Option Plan.
- (5) Registration Statement (Form S-8 No. 333-115932) of Waste Management, Inc. pertaining to the issuance of shares of common stock pursuant to the 2004 Stock Incentive Plan,
- (6) Registration Statement (Form S-3 Automatic Shelf Registration No. 333-137526-01) of Waste Management, Inc., and
- (7) Registration Statement (Form S-4 No. 333-32805) of Waste Management, Inc.

of our reports dated February 18, 2008, with respect to the consolidated financial statements and schedule of Waste Management, Inc. and the effectiveness of internal control over financial reporting of Waste Management, Inc., included in this Annual Report (Form 10-K) for the year ended December 31, 2007.

ERNST & YOUNG LLP

Houston, Texas

February 18, 2008

**SECTION 302 CERTIFICATION**

I, David P. Steiner, certify that:

1. I have reviewed this report on Form 10-K of Waste Management, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a — 15(e) and 15d — 15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a — 15 (f) and 15d — 15 (f)) for the registrant and have:
  - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - a. all significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 18, 2008

By: /s/ David P. Steiner  
David P. Steiner  
*Chief Executive Officer*

**SECTION 302 CERTIFICATION**

I, Robert G. Simpson, certify that:

1. I have reviewed this report on Form 10-K of Waste Management, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a — 15(e) and 15d — 15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a — 15 (f) and 15d — 15 (f)) for the registrant and have:
  - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - a. all significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 18, 2008

By: /s/ Robert G. Simpson  
Robert G. Simpson  
*Senior Vice President and Chief Financial  
Officer*

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Waste Management, Inc. (the "Company") on Form 10-K for the period ended December 31, 2007 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David P. Steiner, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ David P. Steiner

\_\_\_\_\_  
David P. Steiner  
*Chief Executive Officer*

February 18, 2008

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Waste Management, Inc. (the "Company") on Form 10-K for the period ended December 31, 2007 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Robert G. Simpson, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Robert G. Simpson

Robert G. Simpson  
*Senior Vice President and  
Chief Financial Officer*

February 18, 2008