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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **August 1, 2005**

CLEAN HARBORS, INC.
(Exact name of registrant as specified in its charter)

Massachusetts	**0-16379**	**04-2997780**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1501 Washington Street, Braintree, Massachusetts	**02184-7535**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code **(781) 849-1800 ext. 4454**

Not Applicable
(Former name or former address, if changed since last report.)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 2.02 Results of Operations and Financial Condition.

On August 1, 2005, Clean Harbors, Inc. (the "Company") issued a press release announcing the Company's results of operations for the second quarter and first half of 2005. A copy of that press release is furnished with this Report as Exhibit 99.1.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers

Effective August 1, 2005, the Company appointed James M. Rutledge as the Executive Vice President/Chief Financial Officer of the Company. Mr. Rutledge, age 53, was employed from January 2002 through March 2005 as the Chief Financial Officer of Rogers Corporation (NYSE:ROG), a developer and manufacturer of specialty polymer and electronic materials in a broad range of technology markets. From 2000 to 2001, he was the Chief Financial Officer of Baldwin Technology Company, Inc., a publicly-held manufacturer of controls, accessories and handling equipment for the printing industry. From 1999 to 2000, he was Vice President of Finance and Tax of Rayonier Inc., a publicly-held manufacturer of pulp, timber and wood products. From 1979 to 1999, he held a variety of positions with Witco Corporation, a public-held manufacturer of specialty chemicals. He holds a Bachelor of Arts from Assumption College and an MBA from Rutgers University.

The material terms of the accepted offer letter, severance agreement and relocation package and agreement between Mr. Rutledge and the Company are summarized below, which description is qualified by reference to the copies of such documents filed as Exhibit 10.50 to this Report.

Under such accepted offer letter, the Company has employed Mr. Rutledge on at "at will" basis with a base annual salary of $275,000. Mr. Rutledge will also be entitled to receive bonuses of up to 80% of base salary under performance criteria to be established from time to time by the Company's Board of Directors for the Company's executive officers, as well as supplemental executive incentive payments of up to 30% of base salary under criteria to be established by the Company's Board of Directors.

Under such severance agreement, Mr. Rutledge would be entitled to receive severance benefits of up to one year's base salary, plus up to one year of continued medical, dental, life insurance and other benefits, if the Company were to terminate his employment without "cause" (as defined in such severance agreement). In addition, in the event of a "Change of Control" (as defined in such severance agreement) of the Company, Mr. Rutledge would be entitled to receive such severance benefits if the Company or its successor does not offer him a comparable position or shall terminate his employment without cause within one year after such Change of Control.

Under such relocation package and agreement, the Company has agreed to pay relocation expenses of $25,000, reasonable temporary living expenses for up to 90 days, and certain other costs associated with Mr. Rutledge's relocation to the area of the Company's principal offices in Braintree, Massachusetts.

Item 9.01 Financial Statements and Exhibits

(c) Exhibits

10.50 Accepted offer letter, severance agreement, and relocation package and agreement, effective August 1, 2005, between the Company and James M. Rutledge.

99.1 Press Release dated August 1, 2005.

SIGNATURES

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

Clean Harbors, Inc.
(Registrant)

August 1, 2005

/s/ Carl d. Paschetag, Jr.
Vice President and
Treasurer

Exhibit 10.50

Alan S. McKim
Chairman and
Chief Executive Officer

1501 Washington Street
P.O. Box 859048
Braintree, MA 02185-9048

781.849.1800 Ext. 4454
Fax 781.848.1632
mckima@cleanharbors.com
www.cleanharbors.com

July 8, 2005

James Rutledge
97 Graenest Ridge Road
Wilton, CT 06897

Dear Jim:

I am pleased to offer you the position of Executive Vice President/ Chief Financial Officer, reporting to me, at our Braintree Corporate location.

Your base compensation for services will be at $11,458.00 Semi-Salary payable at mid-point and the end of each month ($275,000.00 Salary annually). In addition, you will be eligible to participate in our Management Incentive Plan (MIP) with a potential of earnings up to 80% of base salary. At budgeted EBDITA the plan will pay 40% of salary.

You will be eligible to participate in a restricted stock plan with a target of 20% of base salary pending the approval of the Board of Directors. It is expected that approval will be granted in 2005.

Also you will be eligible for the Supplemental Executive Incentive Plan (SEIP) with a potential of earning up to 30% of base salary. Objectives to be discussed/agreed upon within the first 45 days of employment.

All incentive compensation will be prorated for 2005.

Enclosed under separate cover are provisions for the Executive Clean Harbors Severance Agreement and a Relocation Agreement.

You will also be eligible for company benefits including medical, dental, life and disability insurance, 401(k) retirement-savings, employee stock purchase, paid vacation and many other excellent programs after meeting the required time periods. A summary of our benefits is enclosed.

This offer of employment is contingent upon the following:

- Testing negative in a drug screen for the presence of controlled substances
- Satisfactory results of a criminal background check
- Verification of your legal right to work in the United States under the Immigration Reform and Control Act of 1986 (IRCA)

In addition, you may be required to satisfactorily complete health and safety protocols, which may include a physical examination or providing a medical history.

It is mutually understood that employment with the Company is “at will” in nature, which means an employee may resign at any time and the Company may terminate employment with or without notice.

It is also mutually understood that a continuing condition of your employment is your agreement to comply with the Company's Standards of Ethical Professional Conduct (copy enclosed) and with other various Company Policies and Procedures which may be adopted from time to time, and which are available to all employees through our computer system.

We believe that our employees, in large measure, define our future. As such, we select employees who have outstanding abilities and potential for continued success. We are confident you will perform well in your new position and that your efforts will contribute to our overall success.

On behalf of all of us Jim, welcome to our team and best wishes for a successful career with Clean Harbors, Inc. Please sign the line below, indicating that you have reviewed this offer of employment and accept the provisions as stated. Once the letter is signed, return it to my attention at 1501 Washington St. Braintree, MA 02185 or fax to 781-356-1363, so that we can begin to establish your start date.

On your start date, you must provide documentation that establishes both your identity and employment eligibility in accordance with the IRCA. A list of acceptable documentation has been enclosed for your reference. Failure to produce the required document(s) within three (3) business days from your date of hire will result in the termination of your employment.

If you have any questions about this offer of employment or about our company, please feel free to contact me at 781-849-1800.

Sincerely,

/s/ Alan S. McKim

Alan S. McKim
Chairman and Chief Executive Officer

I have reviewed this offer of "At Will Employment" and I accept the provisions as stated and I understand and agree that my acceptance does not create and shall not be considered nor construed as an employment contract with Clean Harbors.

/s/ James Rutledge	July 8, 2005
James Rutledge	Date

SEVERANCE AGREEMENT

This severance is executed as of this 11th day of July, 2005 by and between Clean Harbors Environmental Services, Inc. (together with its parent and affiliate corporations being hereinafter collectively referred to as the "Company" and James Rutledge ("Key Employee").

WHEREAS, the Company has offered a position of employment to the Employee; and

WHEREAS, the Company desires to provide the Key Employee with the severance benefits described herein;

NOW, THEREFORE, in consideration of the foregoing premises and the agreements set forth below, the Company and the Key Employee agree as follows:

1. Change in Control. In the event of a Change of Control, defined below, and if, within a period of 30 days after such Change of Control, the Key Employee shall not be offered a position with the Company (or such other entity as may result from such Change of Control, collectively "Successor"), equal to that which the Key Employee held with the Company prior to the Change of Control, the Key Employee shall be entitled to receive the Severance Benefits (defined below). A position shall not be deemed to be "equal" to that which the Key Employee held prior to the Change of Control if such position does not have an equal or better compensation package and job responsibilities, or its primary work location is not within 30 miles of such location prior to the Change of Control.

   If the Key Employee shall accept a position with the Successor after the Change in Control and the Successor shall thereafter, within a period one (1) year from the Change of Control, (i) terminate the employment of the Key Employee, except for "cause" or (ii) change the Key Employee's position so as not to be equal to the Key Employee's position prior to the Change in Control, the Key Employee shall be entitled to Severance Benefits.

   A "Change of Control" shall be deemed to have occurred if the Company is a party to any merger, consolidation or sale of assets, or there is a tender offer for the Company's common stock, or a contestable election of the Company's Directors and as a result of any such even, either (i) the directors of the Company in office immediately before such event cease to constitute a majority of the Board of Directors of the Company, or of the company succeeding to the Company's business, or (ii) any company, person or entity (including one or more persons and/or entities acting in concert as a group) other than an affiliate of the Company, gains "control" (ownership of more than fifty percent (50%) of the outstanding voting stock of the company) over the Company. The concept of "control" shall be deemed to mean the direct or indirect ownership, beneficially or of record, of voting stock of the Company. Notwithstanding the forgoing, it shall not be deemed a Change of Control if the Company is "taken private" whereby the Company's stock ceases to be registered under the Securities Act of 1933, if the current major stockholder of the Company (Alan McKim) continues to maintain a roll as an Executive Officer of the Company and he or his family continues to own at least 20% of the outstanding voting stock of the Company or and successor thereto.

2. No Change of Control. If there shall not have been a Change of Control of the Company and the Key Employee's employment with the Company shall be terminated by the Company other than for "cause", as defined below, the Key Employee shall be entitled to receive Severance Benefits.

3. Definitions of Cause and Severance Benefits. "Cause" for termination by the Company shall be determined to have occurred only if the reason for such termination is any of the following:

   (i) A material breach of the Executive's fiduciary duty to the Company or an act of fraud, dishonesty or theft upon the Company;
   (ii) Willful, persistent or repeated neglect, failure to perform, or violation of duties after having been previously warned of such neglect, failure to perform or violation; or
   (iii) Entry against the Executive of a guilty plea, or a conviction, judgment or order against the Executive in any proceeding or action before any court relating to a willful violation of any material law, rule or regulation relating to the business of the Company or any of its affiliates or involving moral turpitude.

"Severance Benefits" are defined in this Agreement as up to one year's base salary, at the rate in effect at the time of termination of employment ("Base Salary"), plus up to one year of continued medical, dental, life insurance and other benefits, if any, which were provided to the Key Employee at the time of his or her termination of employment and for which the Key Employee is eligible to receive benefits under planed administered by third party providers (collectively "Benefits"), payable as provided below.

4. Payment of Severance Benefits after Change of Control. Base salary, as part of Severance Benefits arising as a result of termination of employment under Section 1 above, shall be paid in full (less required federal, state and/or local withholding) no later than thirty (30) days after the termination of employment which gives rise to Severance Benefits. To the extent that equivalent or better benefits of a similar nature are not made available to the Key Employee from other employment of the Key Employee, such benefits shall continue to be provided for a period of one year from termination of employment in accordance with Company policy, provided any third party provider under the applicable Company benefit plan.

5. Payment of Severance Benefits/No Change of Control. Severance Benefits arising under Section 2 above shall be payable periodically in accordance with the Company's normal salary and benefit payment policies. There shall be offset against the Base Salary portion of Severance and earned compensation which the Key Employee may receive or be entitled to receive from any subsequent employer or self employment, and Benefits shall continue only to the extent that equivalent or better benefits of a similar nature are not made available to the Key Employee from other employment of the Key Employee.

6. Notice of Change of Circumstances. The Key Employee agrees to immediately notify the Company of any subsequent employment during the term when he or she is receiving Severance Benefits hereunder, and, as a condition of continued payment of Severance Benefits under this Severance Agreement, the Key Employee shall periodically provide the Company with updated information as to the amount of

compensation earned by the Key Employee and any benefits which he or she is eligible to receive from and subsequent employer or self employment during the period in which Key Employee is receiving Severance Benefits hereunder.

7. Release. In the case of Severance Benefits under either Section 1 or 2 above, the Key Employee shall, as a condition of receiving any such Severance Benefits, provide the Company with a general release of all clams against the Company, in a form reasonably provided by the Company, which shall release all claims which the Key Employee may have against the Company at the time of such release, including, without limitation, claims under ERISA and the Age Discrimination in Employment Act of 1967, as amended, but in no event releasing claims for Severance Benefits due under this Agreement.

8. Outplacement Benefits. If the Key Employee shall be entitled to receive Severance Benefits and shall not have obtained new employment upon termination of employment with the Company, the Key Employee shall be entitled to receive up to $15,000 in payment by the Company to an executive out placement firm chosen by the Company to assist the Key Employee in finding new employment. Such amount shall be payable to the out placement firm upon the presentation of appropriate documentation to the Company.

9. Un-Funded Plan Employee at Will Status. The Key Employee understands that the benefits under this Agreement have not been funded by the Company, and as such the Key Employee, if entitled to Severance hereunder, will be a general creditor of the Company. Nothing in the Agreement shall be construed to change the Key Employee's employment status from that of an "employee at will" with the Company.

10. Miscellaneous. This Severance Agreement has been executed in the Commonwealth of Massachusetts and shall be governed and construed in accordance with the laws thereof. In the event of any inconsistency between this Agreement and the Plan, the terms of this Agreement shall prevail. This Agreement shall be binding upon the Company and the Key Employee and upon their respective heirs, representatives, successors, and assigns. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but shall not constitute one in the same agreement.

/s/ James Rutledge
James M. Rutledge

RELOCATION PACKAGE ACCEPTANCE AND AGREEMENT

Employee Name: James M. Rutledge

Nature of Relocation: CT to MA

Relocation Effective Date: 08/01/2005

WHEREAS, Clean Harbors Environmental Services, Inc. (hereinafter the "Company") has offered Employee the relocation stated above; and

WHEREAS, Employee considers the relocation to be in his or her best interest and has accepted said offer.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Employee agree as follows.

TERMS:

All reimbursements described below are only for reasonable documented expenses incurred.

1. Lease Termination Costs (if applicable)
The Company will reimburse an employee for lease termination costs up to an amount equal to two (2) month's rental charge.

2. In-Transit Expenses
The Company will pay reasonable costs for "in-transit" travel and living expenses for the employee, spouse and dependents while moving to the new location. This includes lodging, mileage, airfare and meals from former location to new location one time, by the most direct route.

3. Temporary Living Expenses at New Location
The Company will pay up to 90 days of reasonable temporary living expenses for the employee, spouse and dependents. This includes lodging, apartment rental (if approved) but does not include security deposits or staying with relatives/friends during the period.

4. Moving of Household Goods*
The Company will provide the following:

Transportation of household goods.

Packing of household goods by moving company, exclusive of "maid" services and charges for moving unusual belongings such as boats, horses, trailers, campers, etc. Insurance is provided based on the reasonable value of household goods to a maximum value of $50,000.00.

Storage expenses up to a maximum of 90 days if permanent lodging at new location is not immediately available for occupancy. Arrangements must be made and approved in advance by the Human Resources Department.

***Household goods do not include boats, vehicles or motorcycles.**

5. Company will provide employee with a payment equal to $25,000 for costs associated with the relocation. Reimbursement is based on supporting documentation and receipts.

Employee acknowledges that he/she has reviewed and understands the Clean Harbors Relocation Policy and agrees to abide by it.

Employee acknowledges that some or all of the reimbursement amounts may be considered to be taxable income under applicable federal, state and local laws, that Employee is responsible for any such tax liability, and that some reimbursement amounts may be withheld by the Company for taxes.

Employee further agrees that should Employee resign prior to completing one (1) full year of employment from the effective date of Employee's transfer, Employee will reimburse the Company the full amount of all relocation expenses paid by Company to Employee or on Employee's behalf.

Employee shall be responsible for all costs incurred by the Company, including reasonable attorneys' fees, to collect any reimbursements due under this Agreement as a result of Employee's breach thereof.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and the parties hereby agree to submit to the jurisdiction of the courts of said Commonwealth for any disputes arising under this Agreement.

This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties concerning the subject matter addressed herein.

Accepted By:

/s/ James Rutledge	8/1/05
EMPLOYEE	Date

****

Clean Harbors Environmental Services, Inc.

Approved By:

/s/ Jeanette DiSangro	8/1/05
Jeannette DiSangro Director of Human Resources	Date

Exhibit 99.1

Press Release

Clean Harbors Announces Second-Quarter 2005 Financial Results

Revenue Growth of Eight Percent Drives Another Quarter of Increased Profitability

Braintree, MA – August 1, 2005 – Clean Harbors, Inc. ("Clean Harbors") (NASDAQ: CLHB), the leading provider of environmental and hazardous waste management services throughout North America, today announced financial results for the second quarter ended June 30, 2005.

Revenues increased eight percent to $173.9 million in the second quarter of 2005 from $161.6 million in the second quarter of 2004. Income from operations for the second quarter of 2005 totaled $14.4 million, a 53 percent increase from $9.4 million for the second quarter of 2004. The Company generated net income of $7.3 million, or $0.43 per diluted share, for the second quarter of 2005. In the second quarter of 2004, the Company generated a net loss of $(12.1) million and a net loss attributable to common shareholders of $(22.9) million, or $(1.63) per share, which included a $10.8 million charge related to the redemption of the Company's Series C preferred stock, a non-recurring charge of $6.9 million associated with an embedded derivative on the Series C preferred stock, $7.1 million of net direct refinancing expenses and $1.1 million in other one-time costs associated with the refinancing of the Company's capital structure on June 30, 2004. Clean Harbors' Series C Preferred Stock was redeemed in June 2004, eliminating its bottom-line effect for future quarters.

EBITDA (see description below) increased by 25 percent to $24.2 million in the second quarter of 2005 from $19.4 million in the same period a year earlier.

Comments on the Second Quarter

"We extended our business momentum in the second quarter as we generated significant growth and solid cash flow," stated Alan S. McKim, Chairman and Chief Executive Officer. "Our Site Services business was a key contributor in the second quarter, and we continued to extend the reach of that business through the addition of new branch offices. We also benefited from several emergency response events, including continued contributions from the cleanup of the Delaware River oil spill. The results of our Tech Services business, meanwhile, was mixed in the second quarter as utilization at our incinerators was relatively strong while our landfill business experienced some softness due to weather-related delays for some facilities projects. Several of these projects are now underway, providing us with a good head start on the third quarter."

"Our ability to narrow our cost structure remains a key value driver for the Company," McKim said. "During the second quarter, we made measurable progress in further reducing costs, particularly in the area of outside transportation costs. Even with our higher revenue level, outside transportation expenses in the second quarter were 15 percent lower than in the comparable period in 2004. We also maintained our track record of carefully managing our environmental liabilities and related spending."

McKim continued, "In the second quarter, Clean Harbors benefited from its continual investments in technology. The WIN platform that we recently installed throughout our U.S. locations drove increased operational efficiencies. We began our planned rollout of the WIN system throughout our Canadian operations in the second quarter, and our first two locations came online in early July. We expect the platform, which affords us greater flexibility and the ability to thoroughly analyze all elements of our operations, to be installed at most, if not all, of our Canadian locations by year-end."

Non-GAAP Second-Quarter Results

Clean Harbors reports EBITDA results, which are non-GAAP, as a complement to results provided in accordance with generally accepted accounting principles in the United States (GAAP) and believes that such information provides an additional measurement of the Company's performance. The Company defines EBITDA in accordance with its outstanding credit agreement, as described in the following reconciliation showing the differences between reported income and EBITDA for 2005 and 2004 (in thousands):

	For the three months ended:		For the six months ended:	
	June 30, 2005	June 30, 2004	June 30, 2005	June 30, 2004
Net Income(loss)	$ 7,371	$ (12,127)	$ 12,212	$ (9,310)
Accretion of environmental liabilities	2,616	2,619	5,250	5,207
Depreciation and amortization	7,145	6,256	14,354	11,661
Interest expense, net	5,946	5,443	11,907	10,801
Provision for income taxes	981	2,314	1,013	3,526
(Gain) loss on sale of fixed assets	85	(242)	54	(486)
Loss on refinancing	—	7,099	—	7,099
Refinancing transaction costs	—	1,126	—	1,126
Change in value of embedded derivative	—	6,877	—	1,590
Non-recurring severance charges	—	—	—	16
Other income	24	—	(564)	—
EBITDA	$ 24,168	$ 19,365	$ 44,226	$ 31,230

Business Outlook & Financial Guidance

"Our strategy remains unchanged for the second half of 2005," said McKim. "We will focus on projects that drive large volumes to our disposal facilities. We will continue opening Site Services locations to fuel our organic growth. We also will continue to evaluate acquisitions that can accelerate our growth rate longer term. At the same time, we will continue to target increased operational efficiencies and further reduction of our cost structure. In doing so, we believe Clean Harbors will be able to post strong year-over-year gains in the third quarter."

For the third quarter of 2005, the Company expects to grow revenue by 5 to 6 percent year-over-year and generate EBITDA in the range of $22 million to $24 million.

Conference Call Information

Clean Harbors will conduct a conference call for investors to discuss the information contained in this news release today, August 1, at 9:00 a.m. (ET). Investors who want to hear a webcast of the call should log onto www.cleanharbors.com and select "Investor Relations." In addition, if you are unable to listen to the live webcast, the call will be archived on the investor section of the website.

About Clean Harbors, Inc.

Clean Harbors, Inc. is North America's leading provider of environmental and hazardous waste management services. With an unmatched infrastructure of 48 waste management facilities, including nine landfills, five incineration locations and seven wastewater treatment centers, the Company provides essential services to over 45,000 customers, including more than 175 Fortune 500 companies, thousands of smaller private entities and numerous federal, state and local governmental agencies. Headquartered in Braintree, Massachusetts, Clean Harbors has more than 100 locations strategically positioned throughout North America in 36 U.S. states, six Canadian provinces, Mexico and Puerto Rico. For more information, visit www.cleanharbors.com.

Safe Harbor Statement

Any statements contained herein that are not historical facts are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, and involve risks and uncertainties. These forward-looking statements are generally identifiable by use of the words "believes," "expects," "intends," "anticipates," "plans to," "estimates," "projects," or similar expressions. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from those reflected in these forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which reflect management's opinions only as of the date hereof. The Company undertakes no obligation to revise or publicly release the results of any revision to these forward-looking statements. Furthermore, all financial information in this press release is unaudited, and may change materially upon completion of the audit of the Company's financial statements. A variety of factors beyond the control of the Company affect the Company's performance, including, but not limited to:

- The effects of general economic conditions in the United States, Canada and other territories and countries where the Company does business;
- The effect of economic forces and competition in specific marketplaces where the Company competes;
- The possible impact of new regulations or laws pertaining to all activities of the Company's operations;
- The outcome of litigation or threatened litigation or regulatory actions;
- The effect of commodity pricing on overall revenues and profitability;

- Possible fluctuations in quarterly or annual results or adverse impacts on the Company's results caused by the adoption of new accounting standards or interpretations or regulatory rules and regulations;
- The effect of weather conditions or other aspects of the forces of nature on field or facility operations;
- The effects of industry trends in the environmental services and waste handling marketplace;
- The effects of conditions in the financial services industry on the availability of capital and financing;
- The Company's ability to manage the significant environmental liabilities, which it assumed in connection with the CSD acquisition; and
- The availability and costs of liability insurance and financial assurance required by governmental entities relating to our facilities.

Any of the above factors and numerous others not listed nor foreseen may adversely impact the Company's financial performance. Additional information on the potential factors that could affect the Company's actual results of operations is included in its filings with the Securities and Exchange Commission, including but not limited to its Annual Report on Form 10-K/A, in its entirety and specifically Factors That May Affect Future Results under Item 7, for the fiscal year ended December 31, 2004, which was filed with the SEC on April 29, 2005, its Form 10-Q for the quarter ended March 31, 2005, which was filed on May 10, 2005 and Form 10-Q for the quarter ended June 30, 2005, which the Company plans to file on August 9, 2005.

Contacts:

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Associate Vice President
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CLEAN HARBORS, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS
Unaudited
(in thousands except per share amounts)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Revenues	$ 173,910	$ 161,631	$ 338,876	$ 304,388
Cost of revenues	124,434	115,842	244,981	223,302
Selling, general and administrative expenses	25,308	27,550	49,669	50,998
Accretion of environmental liabilities	2,616	2,619	5,250	5,207
Depreciation and amortization	7,145	6,256	14,354	11,661
Income from operations	14,407	9,364	24,622	13,220
Other income (expense)	(109)	(6,635)	510	(1,104)
Loss on refinancing	—	(7,099)	—	(7,099)
Interest (expense), net	(5,946)	(5,443)	(11,907)	(10,801)
Income (loss) before provision for income taxes	8,352	(9,813)	13,225	(5,784)
Provision for income taxes	981	2,314	1,013	3,526
Net income (loss)	7,371	(12,127)	12,212	(9,310)
Redemption of Series C preferred stock and dividends and accretion on preferred stock	70	10,761	140	11,616
Net income (loss) attributable to common shareholders	$ 7,301	$ (22,888)	$ 12,072	$ (20,926)
Earnings (loss) per share:				
Basic earnings (loss) attributable to common shareholders	$ 0.48	$ (1.63)	$ 0.81	$ (1.49)
Diluted earnings (loss) attributable to common shareholders	$ 0.43	$ (1.63)	$ 0.71	$ (1.49)
Weighted average common shares outstanding	15,213	14,044	14,913	14,002
Weighted average common shares outstanding plus potentially dilutive common shares	17,253	14,044	17,142	14,002

CLEAN HARBORS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
ASSETS
(in thousands)

	June 30, 2005 (Unaudited)	December 31, 2004
Current assets:		
Cash and cash equivalents	$ 50,248	$ 31,081
Marketable securities	—	16,800
Accounts receivable, net	122,460	120,886
Unbilled accounts receivable	6,894	5,377
Deferred costs	3,953	4,923
Prepaid expenses	10,473	13,407
Supplies inventories	11,143	10,318
Deferred tax asset	184	188
Income tax receivable	1,444	—
Properties held for sale	8,633	8,849
Total current assets	215,432	211,829
Property, plant and equipment, net	178,944	180,526
Other assets:		
Deferred financing costs	8,298	8,950
Goodwill	19,032	19,032
Permits and other intangibles, net	78,086	80,463
Deferred tax asset	480	488
Other	3,498	3,414
	109,394	112,347
Total assets	$ 503,770	$ 504,702

CLEAN HARBORS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
LIABILITIES AND STOCKHOLDERS' EQUITY
(in thousands)

	June 30, 2005 (Unaudited)	December 31, 2004
Current liabilities:		
Uncashed checks	$ 4,609	$ 6,542
Current portion of capital lease obligations	1,625	1,522
Accounts payable	66,794	70,363
Accrued disposal costs	2,841	3,032
Deferred revenue	17,697	22,060
Other accrued expenses	42,272	41,054
Current portion of closure, post-closure and remedial liabilities	13,886	14,258
Income taxes payable	736	2,302
Total current liabilities	150,460	161,133
Other liabilities:		
Closure and post-closure liabilities, less current portion	23,888	22,721
Remedial liabilities, less current portion	137,616	144,289
Long-term obligations, less current maturities	148,204	148,122
Capital lease obligations, less current portion	3,585	3,485
Other long-term liabilities	13,057	13,298
Accrued pension cost	598	616
Total other liabilities	326,948	332,531
Total stockholders' equity, net	26,362	11,038
Total liabilities and stockholders' equity	$ 503,770	$ 504,702