

**96-R-15**

**A RESOLUTION**

**Authorizing the City Manager to Execute Contract Amendments to  
Waste Services Agreements with Groot  
and to Renew said Agreements**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

**SECTION 1:** Legislative Statement. The City Council is committed to efficient and cost-effective pick up and removal of solid waste and yard waste in the City. The City Council determined that it is appropriate to enact extensions of all agreements with Groot, with prospective options to renew the residential solid waste agreement, the yard waste agreement, and the franchise agreement as outlined in Group Exhibit 1. The City is renewing these agreements with specific and clearly articulated goals of prompt and courteous service to residents and businesses. Nothing in these agreements shall be held to diminish or impair the City of Evanston's right to equitably enforce all necessary provisions of these agreements and other applicable state and federal law. Further, nothing shall in any way impair or diminish the immunities conferred upon the City by the Local Governmental and Local Governmental Employees Tort Immunity Act, 745 ILCS 10/ et seq.

**SECTION 2:** That the City Manager is hereby authorized and directed to sign, and the City Clerk is hereby authorized to attest, on behalf of the City of Evanston, the following 3 amendments to the agreements for services to be provided by Groot. These contract amendments are attached hereto as Group Exhibit 1, and incorporated

herein by reference. Groot Industries, Inc. hereby accepts the terms of this Resolution 96-R-15 and the contract amendments, as memorialized in Exhibit 2, attached hereto and incorporated herein.

**SECTION 3:** That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the contract amendments as may be determined to be in the best interests of the City, and in a form approved by the Corporation Counsel.

**SECTION 4:** That the City may exercise its renewal option(s) relative to the residential solid waste and yard waste agreements, with the cumulative term of each not to exceed a total of 5 years in length. The decision whether to exercise such renewal option(s) shall be within the City's sole discretion.

**SECTION 5:** This Resolution 96-R-15 shall be in full force and effect from and after its passage and approval in the manner provided by law.

*Elizabeth B Tisdahl*  
Elizabeth B. Tisdahl, Mayor

Attest: *Rodney Greene*  
Rodney Greene, City Clerk (MB)

Adopted: October 26 2015

**GROUP EXHIBIT 1**

**Extensions and Contract Modifications**

**CONTRACT AMENDMENT NO. 1 TO SOLID WASTE SERVICES  
AGREEMENT BETWEEN THE CITY OF EVANSTON AND GROOT  
INDUSTRIES, INC., DATED OCTOBER 22, 2010  
SOLID WASTE SERVICES AGREEMENT FOR  
SINGLE FAMILY RESIDENCES SIX (6) UNITS OR LESS  
("Residential Solid Waste Agreement")**

**EFFECTIVE DATE OF THIS CONTRACT AMENDMENT: November 1, 2015**

**RECITALS**

WHEREAS, the City of Evanston (the "City") and Groot Industries, Inc. ("Groot") desire to renew and extend the term in the aforementioned Residential Solid Waste Agreement (the "Agreement"), and to also add new sections to the Agreement, through this Contract Amendment No. 1 (the "Amendment"); and

WHEREAS, the language in Sections 3.1 and 5.1 of the Agreement are stricken and replaced, and amended in their entirety; and

WHEREAS, this Amendment adds new sections to the Agreement as set forth herein; and

WHEREAS, all other terms of the Agreement, not revised or amended as provided herein, otherwise remain in full and force effect,

NOW, THEREFORE, the parties agree as follows:

**I. MODIFICATION NO. 1**

**ARTICLE III**

**TERMS OF SOLID WASTE SERVICES AGREEMENT**

**Section 3.1 Term of Solid Waste Contract**

The Agreement between the City and the Contractor is renewed for an additional (2) two-year period, with the City's option to renew for three additional one-year terms thereafter. The term of the first renewal period shall take effect November 1, 2015 and end on October 31, 2017. The City, in its sole discretion, may terminate this Agreement with 90 days prior written notice to the Contractor. Upon any such termination of this Agreement, the Contractor shall continue to perform the contractual services until the end of the renewal period during which period the City shall pay the Contractor its scheduled compensation.

If the City decides to exercise its option to renew the Agreement and has written mutual consent of the Contractor, it will send written notice to Groot by close of business August 1, 2017, and the Agreement shall be renewed a first additional (1) one-year period, with such term taking effect November 1, 2017 and ending on October 31, 2018.

If the City decides to exercise its option to renew the Agreement and has written mutual consent of the Contractor, it will send written notice to Groot by close of business August 1, 2018, and the Agreement shall be renewed a second additional (1) one-year period, with such term taking effect November 1, 2018 and ending on October 31, 2019.

If the City decides to exercise its option to renew the Agreement and has written mutual consent of the Contractor, it will send written notice to Groot by close of business August 1, 2019, and the Agreement shall be renewed a final additional (1) one-year period, with such term taking effect November 1, 2019 and ending on October 31, 2020.

**II. MODIFICATION NO. 2**

**ARTICLE V**  
**COMPENSATION**

**Section 5.1 Compensation**

Residential Solid Waste. For providing for, on behalf of the City, the collection and transportation of residential solid waste to SWANCC, the Contractor shall receive as compensation the rates outlined in the table below, based on the number of units of each service category. The Contractor shall provide regular invoices to the City itemizing the number of units serviced, and type of units serviced, along with the unit price. The number of units may be updated, based upon mutual agreement between the City and the Contractor, prior to any of an extension of this Agreement.

<b>Service Category</b>	<b>Number of Units</b>	<b>Unit price per month</b>
Once per week collection 65 gallon cart	2,466	\$7.15
Once per week collection 95 gallon cart	10,512	\$9.30
Once per week collection of an additional wheeled cart 65 gallon or 95 gallon cart	2,781	\$7.95

The unit price outlined in this Section 5.1 will adjust annually based on the change in the Consumer Price Index (CPI-U) for the Midwest Urban Area, All Items. The charges for the 12 previous months are subject to a minimum 1.5% adjustment and 3.5% maximum adjustment, such adjustment that shall be effective as of November 1<sup>st</sup> of each subsequent year this Agreement is in effect.

### **III. MODIFICATION NO. 3**

The following new sections are added to the Agreement:

#### **Section 9.18 – Protection of Property**

The Contractor shall take all reasonable actions to avoid damage as a result of its operations, to existing sidewalks, curbs, streets, alleys, trees, parkways, pavements, utilities, adjoining property, and the property of the City and others. Contractor shall repair any damage thereto or replace damaged items specifically caused by Contractor's operations. Contractor shall also leave all property described in the preceding two sentences in a clean and slightly condition, and shall clean property that is made unclean or unsightly by Contractor's operations under this Agreement.

All materials collected by the Contractor shall be so contained, secured or enclosed during collection and transportation so that leaking, spilling or blowing is prevented. The Contractor shall immediately clean up and remediate all litter, blowing debris, spills and releases of any material resulting from Contractor's operations or activity occurring prior to the delivery of the material to its intended destination.

#### **Section 9.19 – Damage to Streets Prohibited**

Contractor shall use equipment that will not damage or disfigure City streets, and its operators/employees shall operate equipment in a manner that will not damage or disfigure City streets, sidewalks, trees, curbs, parkways, pavements, and City property. Contractor shall repair, at its sole expense, all damage to City property that is caused by spills, skidding vehicles, driving on sidewalks or parkways, equipment malfunctioning, or operator/employee negligence. Contractor shall maintain \$35,000 in an account specifically designated for the cleaning of the streets or sidewalks by the City, to be used if the City cleans the streets or sidewalks instead of having Contractor do so, or, in the event Contractor does not perform such work to the City's satisfaction. This account will be maintained on annual basis each calendar year this Agreement remains in effect.

**Section 9.20 – Emergency Request for Service**

Upon request by the City, Contractor shall provide the services offered under this Agreement free of charge in emergencies to alleviate threats to public health, safety and welfare, including but not limited to, flooding and fly-dumping. The Contractor's obligation to provide collection services under this Section shall be limited to forty (40) hours per year. The Contractor's obligations under this Section do not include locations serviced by any other third party waste collection company. The maximum charge for additional costs associated with services exceeding the 40 hour limit in this Section charged to the City shall not exceed One Hundred Ten Dollars (\$110.00) per hour with one (1) collector. Contractor may be requested to respond to the City's request for these services within a twelve (12) hour period in the event of an emergency.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract Amendment No. 1 to the Residential Solid Waste Services Agreement to be executed by their duly authorized representatives, effective as of November 1, 2015.

Groot Industries, Inc.

City of Evanston

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: City Manager

Approved as to Form:

\_\_\_\_\_  
W. Grant Farrar, Corporation Counsel

**CONTRACT AMENDMENT NO. 2 TO SOLID WASTE SERVICES  
AGREEMENT BETWEEN THE CITY OF EVANSTON AND GROOT  
INDUSTRIES, INC., DATED OCTOBER 22, 2010  
YARD WASTE COLLECTION AND DISPOSAL PROGRAM  
("Yard Waste Agreement")**

**EFFECTIVE DATE OF THIS CONTRACT AMENDMENT: November 1, 2015**

**RECITALS**

WHEREAS, the City of Evanston (the "City") and Groot Industries, Inc. ("Groot") desire to renew and extend the term in the aforementioned Yard Waste Contract (the "Agreement"), and to also add new sections to the Agreement, through this Contract Amendment No. 2 (the "Amendment No. 2"); and

WHEREAS, the language in Section 3.1 of the Agreement, and Section 5.1 as previously modified by Contract Amendment No. 1 previously executed by the Parties on April 1, 2011, is stricken and replaced, and amended in their entirety; and

WHEREAS, this Amendment No. 2 adds new sections to the Agreement as set forth herein; and

WHEREAS, all other terms of the Agreement, including those terms previously agreed to by the parties on April 1, 2011 in Contract Amendment No. 1, not revised or amended as provided herein, otherwise remain in full and force effect,

NOW, THEREFORE, the parties agree as follows:

**I. MODIFICATION NO. 1**

**ARTICLE III**  
**TERMS OF SOLID WASTE SERVICES AGREEMENT**

**Section 3.1 Term of Solid Waste Contract**

The Agreement between the City and the Contractor is renewed for an additional (2) two-year period, with the City's option to renew for three additional one-year terms thereafter. The term of the first renewal period shall take effect November 1, 2015 and end on October 31, 2017. The City, in its sole discretion, may terminate this Agreement with 90 days prior written notice to the Contractor. Upon any such termination of this Agreement, the Contractor shall continue to

perform the contractual services until the end of the renewal period during which period the City shall pay the Contractor its scheduled compensation.

If the City decides to exercise its option to renew the Agreement and has written mutual consent of the Contractor, it will send written notice to Groot by close of business August 1, 2017, and the Agreement shall be renewed a first additional (1) one-year period, with such term taking effect November 1, 2017 and ending on October 31, 2018.

If the City decides to exercise its option to renew the Agreement and has written mutual consent of the Contractor, it will send written notice to Groot by close of business August 1, 2018, and the Agreement shall be renewed a second additional (1) one-year period, with such term taking effect November 1, 2018 and ending on October 31, 2019.

If the City decides to exercise its option to renew the Agreement and has written mutual consent of the Contractor, it will send written notice to Groot by close of business August 1, 2019, and the Agreement shall be renewed a final additional (1) one-year period, with such term taking effect November 1, 2019 and ending on October 31, 2020.

**II. MODIFICATION NO. 2**

**ARTICLE V**  
**COMPENSATION**

**Section 5.1 Compensation**

- 1) Yard Waste. For providing for, on behalf of the City, the collection, transportation and disposal of yard waste, the Contractor shall receive as compensation the rates outlined in this Section 5.1. The Contractor shall provide a monthly invoice over a nine (9) month cycle to the City itemizing the number of stops serviced, which is currently at 13,452, along with the unit price. Future increases/decreases to the number of stops serviced must be confirmed and mutually agreed upon by both the City and the Contractor.

Yard Waste Collection Services, once per week collection of 95 gallon carts, kraft bags, or bundles, from 13,452 pick-up stops

Dates	Unit Price per Stop based on 13,452 stops per month	Total cost of Service for 9 Month Collection Service Cycle
Apr - Dec 2016	\$5.41	\$654,977.88

After December 2016, the unit price outlined in this Section 5.1 will adjust annually based on the change in the Consumer Price Index (CPI-U) for the Midwest Urban Area, All Items. The charges for the 12 previous months are subject to a minimum 1.5% adjustment and 3.5% maximum adjustment, such adjustment that shall be effective as of November 1<sup>st</sup> of each subsequent year this Agreement is in effect.

### **III. MODIFICATION NO. 3**

The following new sections are added to the Agreement:

#### **Section 9.19 – Protection of Property**

The Contractor shall take all reasonable actions to avoid damage as a result of its operations, to existing sidewalks, curbs, streets, alleys, trees, parkways, pavements, utilities, adjoining property, and the property of the City and others. Contractor shall repair any damage thereto or replace damaged items specifically caused by Contractor's operations. Contractor shall also leave all property described in the preceding two sentences in a clean and slightly condition, and shall clean property that is made unclean or unsightly by Contractor's operations under this Agreement.

All materials collected by the Contractor shall be so contained, secured or enclosed during collection and transportation so that leaking, spilling or blowing is prevented. The Contractor shall immediately clean up and remediate all litter, blowing debris, spills and releases of any material resulting from Contractor's operations or activity occurring prior to the delivery of the material to its intended destination.

#### **Section 9.20 – Damage to Streets Prohibited**

Contractor shall use equipment that will not damage or disfigure City streets, and its operators/employees shall operate equipment in a manner that will not damage or disfigure City streets, sidewalks, trees, curbs, parkways, pavements, and City property. Contractor shall repair, at its sole expense, all damage to City property that is caused by spills, skidding vehicles, driving on sidewalks or parkways, equipment malfunctioning, or operator/employee negligence. Contractor shall maintain \$35,000 in an account specifically designated for the cleaning of the streets or sidewalks by the City, to be used if the City cleans the streets or sidewalks instead of having Contractor do so, or, in the event Contractor does not perform such work to the City's satisfaction. The Contractor shall fully fund and maintain this account on an annual basis each calendar year this Agreement remains in effect.

Section 9.21 – Emergency Request for Service

Upon request by the City, Contractor shall provide the services offered under this Agreement free of charge in emergencies to alleviate threats to public health, safety and welfare, including but not limited to, flooding and fly-dumping. The Contractor's obligation to provide collection services under this Section shall be limited to forty (40) hours per year. The Contractor's obligations under this Section do not include locations serviced by any other third party waste collection company. The maximum charge for additional costs associated with services exceeding the 40 hour limit in this Section charged to the City shall not exceed One Hundred Ten Dollars (\$110.00) per hour with one (1) collector. Contractor may be requested to respond to the City's request for these services within a twelve (12) hour period in the event of an emergency.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract Amendment No. 2 to the Solid Waste Services Agreement to be executed by their duly authorized representatives, effective as of November 1, 2015.

Groot Industries, Inc.

City of Evanston

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: City Manager

Approved as to Form:

\_\_\_\_\_  
W. Grant Farrar, Corporation Counsel

**CONTRACT AMENDMENT NO. 1 TO SOLID WASTE SERVICES  
AGREEMENT BETWEEN THE CITY OF EVANSTON AND GROOT  
INDUSTRIES, INC., DATED OCTOBER 10, 2008  
SOLID WASTE SERVICES AGREEMENT FOR  
COMMERCIAL, BUSINESS, INSTITUTIONAL,  
MULTI-FAMILY RESIDENTIAL BUILDINGS  
("Franchise Agreement")**

**EFFECTIVE DATE OF THIS CONTRACT AMENDMENT: November 1, 2015**

**RECITALS**

WHEREAS, the City of Evanston (the "City") and Groot Industries, Inc. ("Groot") desire to renew and extend the term in the aforementioned Commercial Waste Franchise Contract (the "Agreement"), and to also add new sections to the Agreement, through this Contract Amendment No. 1 (the "Amendment"); and

WHEREAS, the language in Sections 2.7, 3.1 and 5.1 of the Agreement are stricken and replaced, and amended in their entirety; and

WHEREAS, this Amendment adds new sections to the Agreement as set forth herein; and

WHEREAS, all other terms of the Agreement, not revised or amended as provided herein, otherwise remain in full and force effect,

NOW, THEREFORE, the parties agree as follows:

**I. MODIFICATION NO. 1**

**ARTICLE II**  
**SCOPE OF SERVICES**

**Section 2.7 Modification of Required Services**

The Municipality reserves the right to adjust or expand the scope of Commercial Services required under this Solid Waste Services Agreement, upon thirty (30) days prior written notice to the contractor, to accommodate changes in the definition of non-SWANCC waste, changes in the scope of services provided by SWANCC or to advance the City's interest in emerging or optimizing sustainability program. The Municipality and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Solid Waste

Services Agreement required as a result of any adjustment or expansion of Municipal Franchised Services.

**II. MODIFICATION NO. 2**

**ARTICLE III**  
**TERMS OF SOLID WASTE SERVICES AGREEMENT**

**Section 3.1 Term of Solid Waste Contract**

The Agreement between the City and the Contractor is renewed for an additional (5) five-year period. The term of the renewal period shall take effect November 1, 2015 and end on October 31, 2020.

**III. MODIFICATION NO. 3**

**ARTICLE V**  
**COMPENSATION**

**Section 5.1 Compensation**

Non-SWANCC Waste. For providing for, on behalf of the Municipality, the collection, transportation and disposal (or sale) of commercial refuse and recyclables at a facility or facilities mutually agreed upon by the Municipality and the Contractor, and for providing revenue collection services, the contractor shall provide compensation from commercial customers based on the rates outlined in Exhibit 1 to this Agreement. The rates outlined in Exhibit 1 reflect a 12% rate reduction for the period of November 1, 2014 – October 31, 2015.

The rates outlined in Exhibit 1 will adjust annually based on the change in the Consumer Price Index (CPI-U) for the Midwest Urban Area, All Items. The rates for the 12 previous months are subject to a minimum 1.5% adjustment and 3.5% maximum adjustment, such adjustment that shall be effective as of November 1<sup>st</sup> of each subsequent year this Agreement is in effect.

**IV. MODIFICATION NO. 4**

The following new sections are added to the Agreement:

**Section 11.15 – Protection of Property**

The Contractor shall take all reasonable actions to avoid damage as a result of its operations, to existing sidewalks, curbs, streets, alleys, trees, parkways, pavements, utilities, adjoining property, and the property of the City and others. Contractor shall repair any damage thereto or replace damaged items specifically caused by Contractor's operations. Contractor shall also leave all property

described in the preceding two sentences in a clean and slightly condition, and shall clean property that is made unclean or unsightly by Contractor's operations under this Agreement.

All materials collected by the Contractor shall be so contained, secured or enclosed during collection and transportation so that leaking, spilling or blowing is prevented. The Contractor shall immediately clean up and remediate all litter, blowing debris, spills and releases of any material resulting from Contractor's operations or activity occurring prior to the delivery of the material to its intended destination.

#### **Section 11.16 – Damage to Streets Prohibited**

Contractor shall use equipment that will not damage or disfigure City streets, and its operators/employees shall operate equipment in a manner that will not damage or disfigure City streets, sidewalks, trees, curbs, parkways, pavements, and City property. Contractor shall repair, at its sole expense, all damage to City property that is caused by spills, skidding vehicles, driving on sidewalks or parkways, equipment malfunctioning, or operator/employee negligence. Contractor shall maintain \$35,000 in an account specifically designated for the cleaning of the streets or sidewalks by the City, to be used if the City cleans the streets or sidewalks instead of having Contractor do so, or, in the event Contractor does not perform such work to the City's satisfaction. This account will be maintained on annual basis each calendar year this Agreement remains in effect.

#### **Section 11.16 – Emergency Request for Service**

Upon request by the City, Contractor shall provide the services offered under this Agreement free of charge in emergencies to alleviate threats to public health, safety and welfare, including but not limited to, flooding and fly-dumping. The Contractor's obligation to provide collection services under this Section shall be limited to forty (40) hours per year. The Contractor's obligations under this Section do not include locations serviced by any other third party waste collection company. The maximum charge for additional costs associated with services exceeding the 40 hour limit in this Section charged to the City shall not exceed One Hundred Ten Dollars (\$110.00) per hour with one (1) collector. Contractor may be requested to respond to the City's request for these services within a twelve (12) hour period in the event of an emergency.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract Amendment No. 2 to the Solid Waste Services Agreement to be executed by their duly authorized representatives, effective as of November 1, 2015.

Groot Industries, Inc.

City of Evanston

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: City Manager

Approved as to Form:

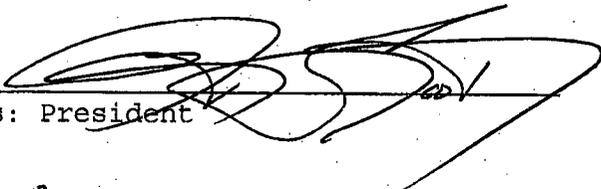
\_\_\_\_\_  
W. Grant Farrar, Corporation Counsel

EXHIBIT 2

**ACKNOWLEDGMENT AND AGREEMENT TO THE TERMS OF  
RESOLUTION 96-R-15 AND EXTENSIONS OF THE WASTE SERVICES  
AGREEMENTS, AS MODIFIED, WITH THE CITY OF EVANSTON**

Groot Industries, Inc. hereby acknowledges and agrees to the terms of Resolution 96-R-15, and to the extensions of the waste services agreements, as modified, with the City of Evanston.

GROOT INDUSTRIES, INC.

By:   
Its: President

ATTEST:

  
Its: Secretary

**EXHIBIT A TO CONTRACT AMENDMENT NO. 1  
FRANCHISE AGREEMENT**

**RATES**

**EXHIBIT A**

**Solid Waste Hauling Disposal Services**

**Groot Industries Rates Effective November 1, 2015 - October 31, 2016**

Rates below reflect a 12% reduction from the rates effective Nov 1, 2014 - Oct 31, 2015

Solid Waste Hauling Cost per Month						
Container Size	Frequency of Service					
	1 x Wk	2x Wk	3x Wk	4x Wk	5x Wk	6x Wk
65 gallon carts	\$22.29					
95 gallon carts	\$22.29	\$38.62	\$53.19			
1 cubic yard	\$40.99	\$76.55	\$107.33	\$142.81		
1.5 cubic yards	\$50.25	\$88.04	\$124.26	\$163.61	\$201.40	\$239.18
2 cubic yards	\$61.33	\$116.49	\$167.39	\$226.51	\$280.84	\$337.13
4 cubic yards	\$101.95	\$185.28	\$268.59	\$351.72	\$433.08	\$518.46
6 cubic yards	\$151.95	\$276.22	\$397.45	\$526.80	\$642.14	\$675.80
8 cubic yards	\$184.99	\$344.85	\$498.03	\$656.96	\$824.39	\$856.79
10 cubic yards	\$219.44	\$405.42	\$591.51	\$777.52	\$963.41	\$1,019.00

Recycling Cost per Month					
Container Size	Frequency of Service				
	1 x Wk	2x Wk	3x Wk	4x Wk	5x Wk
95 gallon carts	Free	\$21.43			
1 cubic yard	\$34.81	\$69.63	\$104.46		
1.5 cubic yards	\$38.07	\$76.15	\$114.22	\$152.28	\$190.35
2 cubic yards	\$44.16	\$88.30	\$132.45	\$176.59	\$220.75
4 cubic yards	\$85.12	\$170.23	\$255.35	\$340.47	\$425.59
6 cubic yards	\$102.79	\$205.61	\$308.40	\$411.22	\$514.03
8 cubic yards	\$121.85	\$243.73	\$332.34	\$487.47	\$609.31
10 cubic yards	\$139.15	\$278.31	\$417.46	\$556.62	\$695.75

Roll-off Rates Cost per Haul			
Size	Temporary	Permanent	Cap (Tons)
10-yard roll-off	\$346.96	\$338.16	2
15-yard roll-off	\$380.22	\$367.02	2.5
20-yard roll-off	\$407.92	\$390.32	3
30-yard roll-off	\$472.23	\$445.83	4

Temporary roll-off rates will be reduced by 10% for customers who have more than ten containers per job/address.

Permanent Compactors		
YARDS	Per Haul	Cap (Tons)
20-yard compaction equipment	\$390.32	3
25-yard compaction equipment	\$408.07	3.5
30-yard compaction equipment	\$445.84	4

Roll-off dumpsters that exceed cap will be invoiced at \$60.13 per ton.