



CITY OF NOVI CITY COUNCIL
OCTOBER 12, 2026

SUBJECT: Approval of the 2026-2027 Winter Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for snow and ice control on selected county roads in Novi; and adoption of resolution authorizing Novi to provide winter maintenance of selected county roads.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

KEY HIGHLIGHTS:

- The following RCOC roads within city limits- Beck, Grand River, Novi, Ten Mile, and Twelve Mile- would be cleared by the City.
- The RCOC would maintain responsibility of the following boundary roads- Haggerty, Napier, Eight Mile, Fourteen Mile, and Pontiac Trail.

BACKGROUND INFORMATION:

Over the past several winter seasons, the Department of Public Works has demonstrated the ability to provide motorists with a high level of winter maintenance services. Each season DPW clears ice and snow from major roads and neighborhood streets within the city's jurisdiction; as well as from selected county roads inside city limits. Accordingly, the City must enter into an annual agreement with the Road Commission for Oakland County (RCOC) to provide enhanced winter maintenance services on selected county roads.

Similar to years past, Novi DPW will maintain the following five county roads this winter. These roads are part of the 2025-2026 Winter Maintenance Agreement as depicted on the attached map:

Road	From	To	Centerline Miles	Reimbursement to City
Beck Road	Grand River Avenue	Twelve Mile Road	0.44	\$3,703.11
Grand River Avenue	Wixom Road	Haggerty Road	5.27	\$44,353.16
Novi Road	Eight Mile Road	Twelve Mile Road	3.96	\$30,890.05
Ten Mile Road	Haggerty Road	Napier Road	6.06	\$36,709.50
Twelve Mile Road	Beck Road	Haggerty Road	4.06	\$30,021.64
		Total	19.79	\$145,677.46

The City would be responsible for snow and ice control as agreed upon by the RCOC and the City of Novi, effective upon execution of the agreement for the 2026-2027 winter season. Performing winter maintenance on county roads at the city limits (Haggerty, Napier, Eight Mile, Fourteen Mile, and Pontiac Trail) would remain the RCOC's responsibility.

In FY 2025-26, City expenditures totaled \$247,484 to clear 19.79 centerline miles of Oakland County roadways, which was offset by \$140,074.46 in Act 51 revenue from Oakland County. RCOC increased the annual reimbursement amount by \$5,603.00 or 4%, raising the 2026-2027 revenue total to \$145,677.46.

The below table shows the revenue and expenditures for clearing County roads over the past three winters:

	FY 2023/24	FY 2024/25	FY 2025/26
Revenue from RCOC	\$130,764	\$134,687	\$140,074
Expenditures	\$91,573	\$187,210	\$247,484
Variance	\$39,191	\$(52,523)	\$(107,410)

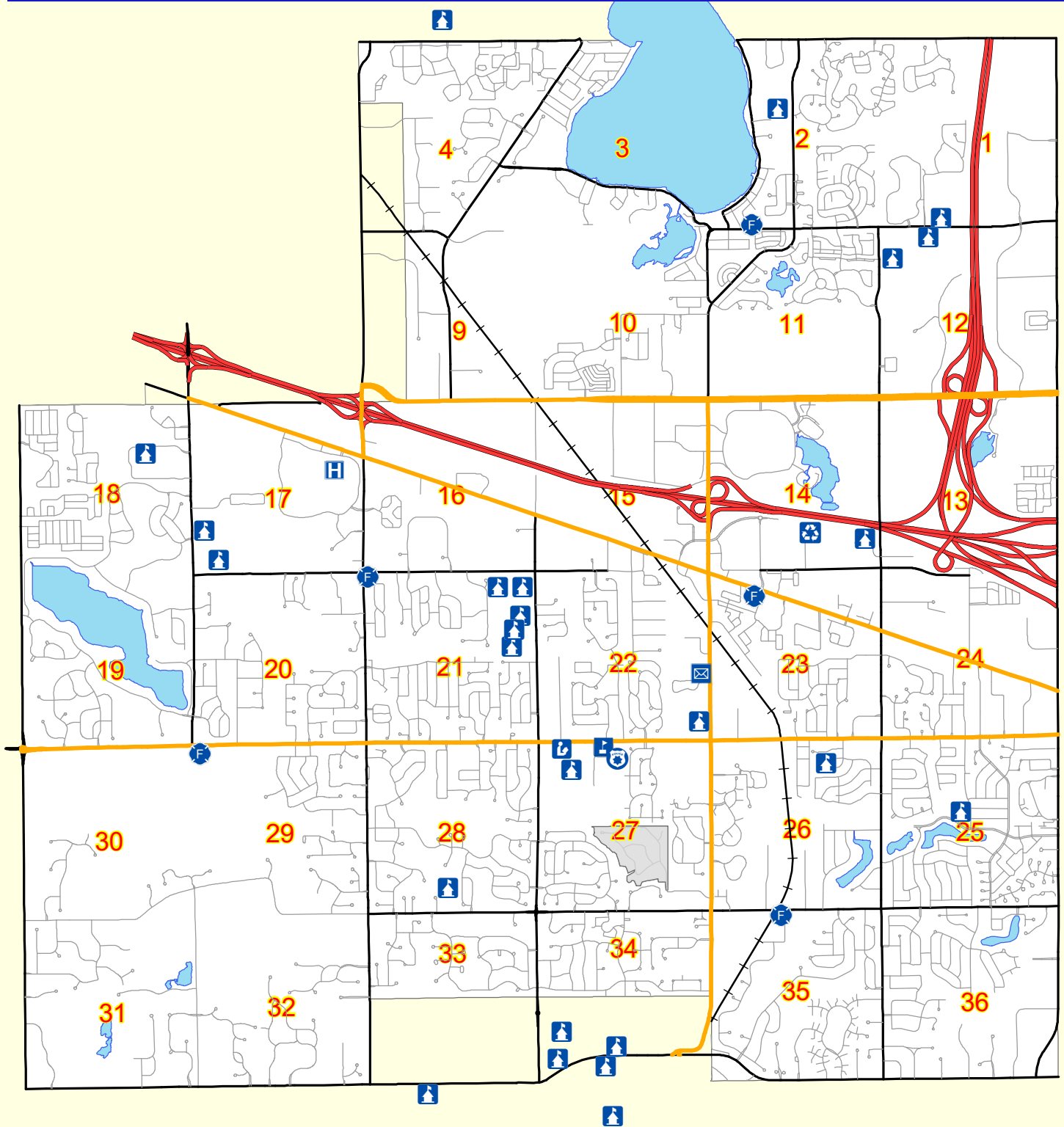
**FY 2025-26-Due to the salt dome replacement project, salt had to be purchased before the winter season, which contributed to higher expenditures.*

Funding variances are attributed to the fluctuation of winter weather conditions, labor, material, and equipment expenditures required to provide this service. Because of the ability to enter into the agreement, motorists experience safer roadways throughout winter storm events and are provided with a high standard of customer care.

To offset costs of performing snow removal services on roadways under RCOC's jurisdiction, the City will receive reimbursement in two increments: 50% (\$72,838.73) in December 2026, and 50% (\$72,838.73) in March 2027. Reimbursement funding is based on a pro-rated amount of Act 51 gas tax revenue the RCOC receives from the State of Michigan and will be paid to the City in full as part of the agreement. The City Attorney has reviewed the agreement and has found no legal impediment to entering the agreement (Beth Saarela, September 18, 2026).

RECOMMENDED ACTION: Approval of the 2026-2027 Winter Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for snow and ice control on selected county roads in Novi; and adoption of resolution authorizing Novi to provide winter maintenance of selected county roads.

Road Commission for Oakland County Roads Maintained by City of Novi Under 2026-2027 Winter Maintenance Agreement



Map Author: Jon Gartha
Date: September 16, 2026
Project: RCOC Winter Maintenance Agreement
Version #: 1.0

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

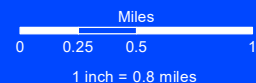
Legend

- RCOC Roads Plowed Under Contract
- Minor Streets
- Major Roads
- Freeway

Beck Road: 0.44 Miles - Grand River Ave to Twelve Mile Rd
Grand River Ave: 5.27 Miles - Haggerty Rd to Twelve Mile Rd
Novi Road: 3.96 Miles - Eight Mile Rd to Twelve Mile Rd
Ten Mile Road: 6.06 Miles - Haggerty Rd to Napier Rd
Twelve Mile Road: 4.06 Miles - Beck Rd to Haggerty Rd



City of Novi
Integrated Solutions Team
Geospatial Resources Division
45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org



CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION

2026-2027 WINTER MAINTENANCE AGREEMENT

CITY OF NOVI AND ROAD COMMISSION FOR OAKLAND COUNTY

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on _____, _____, at ____ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS; the City of Novi has determined that it is desirable to enter into an Agreement with the Road Commission for Oakland County to perform snow and ice removal operations on Beck Road from Grand River Avenue to Twelve Mile Road, Grand River Avenue from Haggerty Road to Twelve Mile Road, Novi Road from Eight Mile Road to Twelve Mile Road, Ten Mile Road from Haggerty Road to Napier Road, and, Twelve Mile Road from Beck Road to Haggerty Road.

WHEREAS; entering into a formal one-year agreement is necessary to facilitate the transfer of jurisdiction from the Road Commission of Oakland County to the City of Novi for said ice and snow removal operations on the designated roadways within the City limits of Novi, and,

WHEREAS; the Road Commission for Oakland County will reimburse to the City of Novi a total of \$145,677.46 for maintaining 19.79 miles, said compensation calculated and agreed to by the Road Commission for Oakland County as fair and equitable compensation for snow and ice removal operations on County roads within the City of Novi.

NOW THEREFORE, IT IS THEREFORE RESOLVED that the Mayor and Council for the City authorize the execution of the 2026-2027 Winter Maintenance Agreement with the Road Commission for Oakland County.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this _____ day of _____, 2026, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

September 18, 2026

Matt Wiktorowski, Field Operations Manager
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: 2026-2027 Winter Maintenance Agreement with Road Commission for Oakland County

Dear Mr. Wiktorowski:

We have received and reviewed the proposed 2026-2027 Winter Road Maintenance Agreement prepared by the Road Commission for Oakland County for the purpose of authorizing payment to the City for the City's maintenance of County roads within the City. Except for the increase in the payment amount, there are no substantive changes to the terms of the Agreement.

We see no legal impediment to the City's approval and execution of the 2026-2027 Winter Road Maintenance Agreement.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk
Jeffrey Herczeg, Public Works Director
Thomas R. Schultz, Esquire

2026-2027 WINTER MAINTENANCE AGREEMENT
CITY OF NOVI

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement (“Agreement”) is made this ____ day of _____, 2026, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the “Board,” and the City of Novi, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the “City.”

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain winter maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City will perform Winter Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. “Winter Maintenance,” herein required to be performed by the City, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the City shall be in accordance with the Board’s maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board’s standard practices and this Agreement.

II

The City shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of \$145,677.46 as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

50% in December 2026
50% in March 2027

The making of said payments shall constitute the Board’s entire obligation in reference to Winter Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and applicable drainage district(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local unit(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Winter Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the Board. Therefore, the City falls within the governmental immunity protection of the Board.

During that part of the year that the City is providing Winter Maintenance under Section I, the City agrees to promptly notify the Board as soon as possible, but not longer than 5 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Winter Maintenance subject to this Agreement

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

Without the prior written consent of the Board, the City shall not cancel, reduce, or fail to renew the insurance coverage required by this Agreement. Certificates of insurance for each policy of insurance required by this Agreement shall provide for 30 days actual (not "endeavor to"), prior, written notice to the RCOC by the insurance carrier of any cancellation, termination, reduction or other material change of the policy; and the City shall deliver such certificates to the RCOC.

VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter

directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2026, and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2027, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____,
and by the City by authority of a resolution of its governing body, adopted _____,
(copy attached as Exhibit C).

Witnesses:

CITY OF NOVI
A Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

By: _____

Its: _____

By: _____

Its: _____

**WINTER MAINTENANCE
2026-2027**

CITY OF NOVI

EXHIBIT A

Beck Road

Extending from Grand River Avenue to Twelve Mile Road

<u>Miles</u>	<u>Cost Per Mile</u>	
0.44	\$8,416.16	\$ 3,703.11

Grand River Avenue

Extending from Wixom to Haggerty

<u>Miles</u>	<u>Cost Per Mile</u>	
5.27	\$8,416.16	\$ 44,353.16

Novi Road

Extending from Eight Mile Road to Twelve Mile Road

<u>Miles</u>	<u>Cost Per Mile</u>	
1.00	\$4,809.23	\$ 4,809.23
0.45	\$6,823.44	\$ 3,070.55
1.55	\$8,416.16	\$ 13,045.05
<u>0.96</u>	<u>\$10,380.44</u>	<u>\$ 9,965.22</u>
3.96		\$ 30,890.05

Ten Mile Road

Extending from Napier Road to Haggerty Road

<u>Miles</u>	<u>Cost Per Mile</u>	
3.15	\$4,809.23	\$ 15,149.07
1.84	\$6,823.44	\$ 12,555.13
<u>1.07</u>	<u>\$8,416.16</u>	<u>\$ 9,005.29</u>
6.06		\$ 36,709.50

12 Mile Road

Extending from Beck Road to Haggerty Highway

<u>Miles</u>	<u>Cost Per Mile</u>	
1.15	\$4,809.23	\$ 5,530.61
<u>2.91</u>	<u>\$8,416.16</u>	<u>\$ 24,491.03</u>
4.06		<u>\$ 30,021.64</u>

Total Miles	19.79	TOTAL	\$145,677.46
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TWO LANES (\$4,809.23 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
1.00	\$4,809.23	\$ 4,809.23
3.15	\$4,809.23	\$ 15,149.07
<u>1.15</u>	\$4,809.23	<u>\$ 5,530.61</u>
5.30		\$ 25,488.92

THREE LANES (\$6,823.44 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.45	\$6,823.44	\$ 3,070.55
<u>1.84</u>	\$6,823.44	<u>\$ 12,555.13</u>
2.29		\$ 15,625.68

FOUR OR FIVE LANES (\$8,416.16 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.44	\$8,416.16	\$ 3,703.11
5.27	\$8,416.16	\$ 44,353.16
1.55	\$8,416.16	\$ 13,045.05
1.07	\$8,416.16	\$ 9,005.29
<u>2.91</u>	\$8,416.16	<u>\$ 24,491.03</u>
11.24		\$ 94,597.64

SIX OR MORE LANES (\$10,380.44 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.96	\$10,380.44	\$ 9,965.22
<u>Total Miles</u>		
19.79		TOTAL \$145,677.46

50% in December 2026 \$72,838.73

50% in March 2027 \$72,838.73

Total \$145,677.46

EXHIBIT B

2026-2027 WINTER MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

INSURANCE PROVISION (CITY)

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. Worker's Compensation and Employer's Liability Insurance: The insurance shall provide worker's compensation protection for the City's employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.

- b. Bodily Injury and Property Damage: The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.
1. Bodily Injury and Property Damage Other Than Automobile: The minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Aggregate \$2,000,000
Each Occurrence \$1,000,000	
Aggregate \$2,000,000	

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.

2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Each Occurrence: \$1,000,000
Each Occurrence \$1,000,000	

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- c. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. The City shall provide for and on behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's General Liability Insurance.
- e. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30-day prior written notice to the Road Commission for Oakland County. All such insurance shall include endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports: The City or its insurance carrier shall promptly report to the Road Commission all the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

See provisions of the maintenance agreement to which Exhibit B is attached.



Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:

City of Novi

45175 Ten Mile Road
Novi, MI 48375

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:

Meadowbrook, Inc.
PO Box 30132
Lansing, MI 48909

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML312820800	7/1/2027	\$10,000,000
<u>Automobile Liability</u>	MML312820800	7/1/2027	\$10,000,000 Bodily Injury & Property Damage Combined Single Limit
<u>Other</u>			

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: 2026/2027 Winter Maintenance program.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

Oakland County Road Commission, Beverly Hills Location
31001 Lasher
Beverly Hills, MI 48301

Date Issued: 9/17/2026

By: 
Authorized Representative

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Additional Interests Endorsement Schedule for the City of Novi
Endorsement Effective as of 9/17/2026

City Of Novi
45175 Ten Mile Road
Novi, MI 48375

Policy #: MML312820800
Effective From: 7/1/2026 to 7/1/2027

Michigan Municipal League Liability
and Property Pool
PO Box 30132
Lansing, MI 48909

Status	Additional Interest's Name	Coverage
Add	Oakland County Road Commission, Beverly Hills Location	General Liability

This is a Non-Premium-Bearing Endorsement.

All other Terms and Conditions remain the same.



Liability & Property Pool

LIABILITY ADDITIONAL INTEREST ENDORSEMENT

Contract Number: MML312820800

Effective Date: 9/17/2026
12:01 A.M. Standard Time

Pool Member: City of Novi

This endorsement modifies coverage provided under the following:

Section I - Municipal Liability Coverage - MML200

Coverage as provided under the above is extended to the following person or organization solely as respects the interest shown. The inclusion of such additional interest shall not operate to increase the limit of the Pool's liability.

Name & Address	Interest
Oakland County Road Commission, Beverly Hills Location 31001 Lasher Beverly Hills, Mi 48301	Additional Insured solely with respect to: 2026/2027 Winter Maintenance program.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.