



Special Council Meeting Agenda

Meeting No. 10 | August 7, 2025 | 1:00PM | Live streamed

Members of the public have the option to attend either remotely via Zoom or in-person in the Council Chambers at the Civic Centre

Members of the public can participate by:

1. VIEWING THE ONLINE LIVESTREAM:

Council meetings are video and audio streamed at: <https://pub-markham.escribemeetings.com/>

2. EMAILING A WRITTEN SUBMISSION:

Members of the public may submit written deputations by email to clerkspublic@markham.ca.

Written submissions must be received by 10:00AM the morning of the meeting.

If the deadline for written submission has passed, you may:

Email your written submission directly to [Members of Council](#); or

Make a deputation at the meeting by completing and submitting an online [Request to Speak Form](#)

If the deadline for written submission has passed **and** Council has finished debate on the item at the meeting, you may email your written submission directly to [Members of Council](#).

3. REQUEST TO SPEAK / DEPUTATION:

Members of the public who wish to make a live deputation, please register prior to the start of the meeting by:

Completing an online [Request to Speak Form](#), or,

E-mail clerkspublic@markham.ca providing full name, contact information and item they wish to speak, or,

If you do not have access to email, contact the Clerk's office at **905-479-7760** on the day of the meeting.

*If Council or Committee has finished debate at the meeting on the item, you may email your written submission directly to [Members of Council](#).

The list of [Members of Council is available online at this link](#).

Alternate formats for this document are available upon request.

Closed captioning during the video stream may be turned on by clicking the [cc] icon located at the lower right corner of the video screen.

***Note: As per Section 7.1(h) of the Council Procedural By-Law,
Council will take a ten minute recess after two hours have passed since the last break.***

Special Council Meeting

Agenda

Meeting Number: 10
August 7, 2025, 1:00 PM
Live streamed

Pages

1. CALL TO ORDER

INDIGENOUS LAND ACKNOWLEDGEMENT

We begin today by acknowledging the traditional territories of Indigenous peoples and their commitment to stewardship of the land. We acknowledge the communities in circle. The North, West, South and Eastern directions, and Haudenosaunee, Huron-Wendat, Anishnabeg, Seneca, Chippewa, and the Mississaugas of the Credit peoples. We share the responsibility with the caretakers of this land to ensure the dish is never empty and to restore relationships that are based on peace, friendship, and trust. We are committed to reconciliation, partnership and enhanced understanding.

2. DISCLOSURE OF PECUNIARY INTEREST

3. DEPUTATIONS

4. COMMUNICATIONS

4.1 LIQUOR LICENCE APPLICATION - NAM 2 VIETNAMESE RESTAURANT (WARD 3) (3.21)

4

(New Liquor Licence for indoor area)

1. That the request for the City of Markham to complete the Municipal Information Form be received for information and be processed accordingly.

5. NEW/OTHER BUSINESS

*As per Section 2 of the Council Procedural By-Law, "New/Other Business would generally apply to an item that is to be added to the **Agenda** due to an urgent statutory time requirement, or an emergency, or time sensitivity".*

5.1 MEMORANDUM, FOLLOW-UP ON RECOMMENDATION #2 FROM THE JUNE 17, 2025 GENERAL COMMITTEE REPORT – PREPARING FOR THE

19

TRANSITION OF MARKHAM'S BLUE BOX PROGRAM ON JANUARY 1, 2026 (SERVICE IMPACTS) (5.1)

1. That the Staff memorandum, dated August 7, 2025, under the subject "Follow-Up on Recommendation #2 from the June 17, 2025 General Committee Report – Preparing for the Transition of Markham's Blue Box Program on January 1, 2026 (Service Impacts)" be received; and,
2. That the City discontinue the community mailbox recycling program in 2025; and further,
3. That Staff be authorized and directed to do all things necessary to give effect to this resolution.

5.2 MEMORANDUM, MARKHAM DELEGATION TO NÖRDLINGEN GERMANY, SEPTEMBER 2025 (16.23)

27

1. That the memorandum dated August 7, 2025 entitled "Markham Delegation to Nördlingen Germany, September 2025" be received; and,
2. That the Markham Delegation to attend the Historisches Stadtmauerfest (Historical City Wall Festival) in Nördlingen Germany, September 12-14, 2025, be approved for Mayor Scarpitti (or designate) and Councillor Keith Irish; and,
3. That the total cost of the delegation to Nördlingen, Germany does not exceed \$13,000 and be funded from the Economic Development budget; and further,
4. That Staff be authorized and directed to do all things necessary to give effect to this resolution.

5.3 COST SHARING AGREEMENT WITH REGION OF YORK – CHURCH STREET WATERMAIN, WARD 4 (5.3)

29

1. That the report entitled "Cost Sharing Agreement – Church Street Watermain, Ward 4" be received; and,
2. That the Mayor and Clerk be authorized to execute an agreement with the Region of York to govern cost sharing for the watermain upgrade on Church Street, provided that the form of such agreement is satisfactory to the Director of Environmental Services and the City Solicitor; and,
3. That the existing purchase order created as part of award 289-T-23 Markham Village Flood Control Phase 1A – Construction be increased by \$965,341.15 including HST impact as part of the cost sharing agreement whereby the City upfront the total cost and then the Region provide a full reimbursement; and further,
4. That Staff be authorized and directed to do all things necessary to give

effect to this solution.

6. BY-LAWS - THREE READINGS

That By-law 2025-59 be given three readings and enacted.

Three Readings

6.1 BY-LAW 2025-59, BEING A BY-LAW TO AMEND BY-LAW NO. 2024-137, BEING A BY-LAW TO ESTABLISH AN ADMINISTRATIVE MONETARY PENALTY SYSTEM (AMPS) FOR CONTRAVENTIONS OF DESIGNATED BY-LAWS IN THE CITY OF MARKHAM

47

A By-law to amend By-Law No. 2024-137, being a by-law to establish an Administrative Monetary Penalty System (AMPS) for contraventions of Designated By-laws in the City of Markham

7. CONFIDENTIAL ITEMS

That, in accordance with Section 239 (2) of the Municipal Act, Council resolve into closed session to discuss the following confidential matters:

7.1 COUNCIL

7.1.1 COMMITTEE OF ADJUSTMENT - BOARD/COMMITTEE APPOINTMENTS

PERSONAL MATTERS ABOUT AN IDENTIFIABLE INDIVIDUAL, INCLUDING MUNICIPAL OR LOCAL BOARD EMPLOYEES [MUNICIPAL ACT, 2001, Section 239 (2)(b)] (16.24)

8. CONFIRMATORY BY-LAW - THREE READINGS

50

That By-law 2025-58 be given three readings and enacted.

Three Readings

BY-LAW 2025-58 - A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE SPECIAL COUNCIL MEETING OF AUGUST 7, 2025.

9. ADJOURNMENT



Alcohol and Gaming Commission of Ontario
 90 Sheppard Avenue East, Suite 200
 Toronto ON M2N 0A4
 Tel.: 416-326-8700 • Fax: 416-326-8711
 Toll free in Ontario: 1-800-522-2876
 Inquiries: www.agco.ca/lagco
 Website: www.agco.ca

Municipal Information for Liquor Sales Licences (including Tied House)

The information requested below is required in support of all applications for a new Liquor Sales Licence (including Tied House) or areas being added to an existing Liquor Sales Licence.

Section 1 – Application Details

Premises Name

Nam 2 Vietnamese Restaurant

Premises Phone Number (include
area code)

905 470 1271

Premises Address

8380 Kennedy Road, Unit C7-13

City/Town

Markham

Province

ON

Postal Code

L3R 0W4

Contact Name

Hang Thi Nguyen

Contact's Phone Number (include
area code and extension)

647 907 7856

Contact's Email Address

hang.nguyen17@yahoo.com

Does the application for a Liquor Sales Licence (including Tied House) include indoor areas and/or outdoor areas?

☒ Indoor Areas ☐ Outdoor Areas

Section 2 – Municipal Clerk's Official Notice of Application for a Liquor Sales Licence (including Tied House) in your Municipality.

Municipal Clerk:

Please confirm the "wet/damp/dry" status below.

Name of village, town, township or city where taxes are paid.

(If the area where the establishment is located was annexed or amalgamated, provide the name that the village, town, township or city was known as.)

Markham

Is the area where the establishment is located "wet", "damp" or "dry"? Please select one.

☐ Wet (for spirits, beer, wine) ☒ Damp (for beer and wine only) ☐ Dry

Note: Specific concerns regarding zoning or non-compliance with by-laws must be clearly outlined in a **separate submission or letter within 30 days of this notification.**

Address of Municipal Office

Name of Municipal Official

Title

Date (dd/mm/yyyy)

Telephone number

Email Address

Signature of Municipal Official



Liquor Licence Questionnaire

The Corporation of the City of Markham

To evaluate your Liquor Licence Application, you are required to complete this Questionnaire.

Submit the all required documentation to the Clerk's Office by mail or in-person to the address below.

City of Markham
Clerk's Office
Legislative Services Department
101 Town Centre Boulevard
Markham, Ontario
L3R 9W3

Attention: Public Services Assistant

If you have any questions about this Questionnaire, please call 905-477-7000 ext. 2366.

Liquor Licence Questionnaire Checklist

The following items **must** be submitted with this completed Questionnaire to the Clerk's Office:

- ✓ Applicable fee;
- ✓ A sample menu; and,
- ✓ Copy of the floor plan showing the layout, areas that require licensing, seating arrangements, washrooms (show fixtures) and exits.

Applicant Contact Information

First Name Don / THI HANG		Last Name NG / NGUYEN	
Street Number 1610	Street Name CENTRAL ST		Suite/Unit Number
City PICKERING		Postal Code L1Y1A1	Province ONT
Telephone Number 647 785 2825	Mobile Number	Email DONNG905@GMAIL.COM	

Restaurant Information

Name of Restaurant NAM 2 VIETNAMESE RESTAURANT			
Street Number 8380	Street Name KENNEDY RD		Suite/Unit Number C7, C9, C11, C13
City MARKHAM		Postal Code L3R0W4	Province ONT

Page 1 of 2

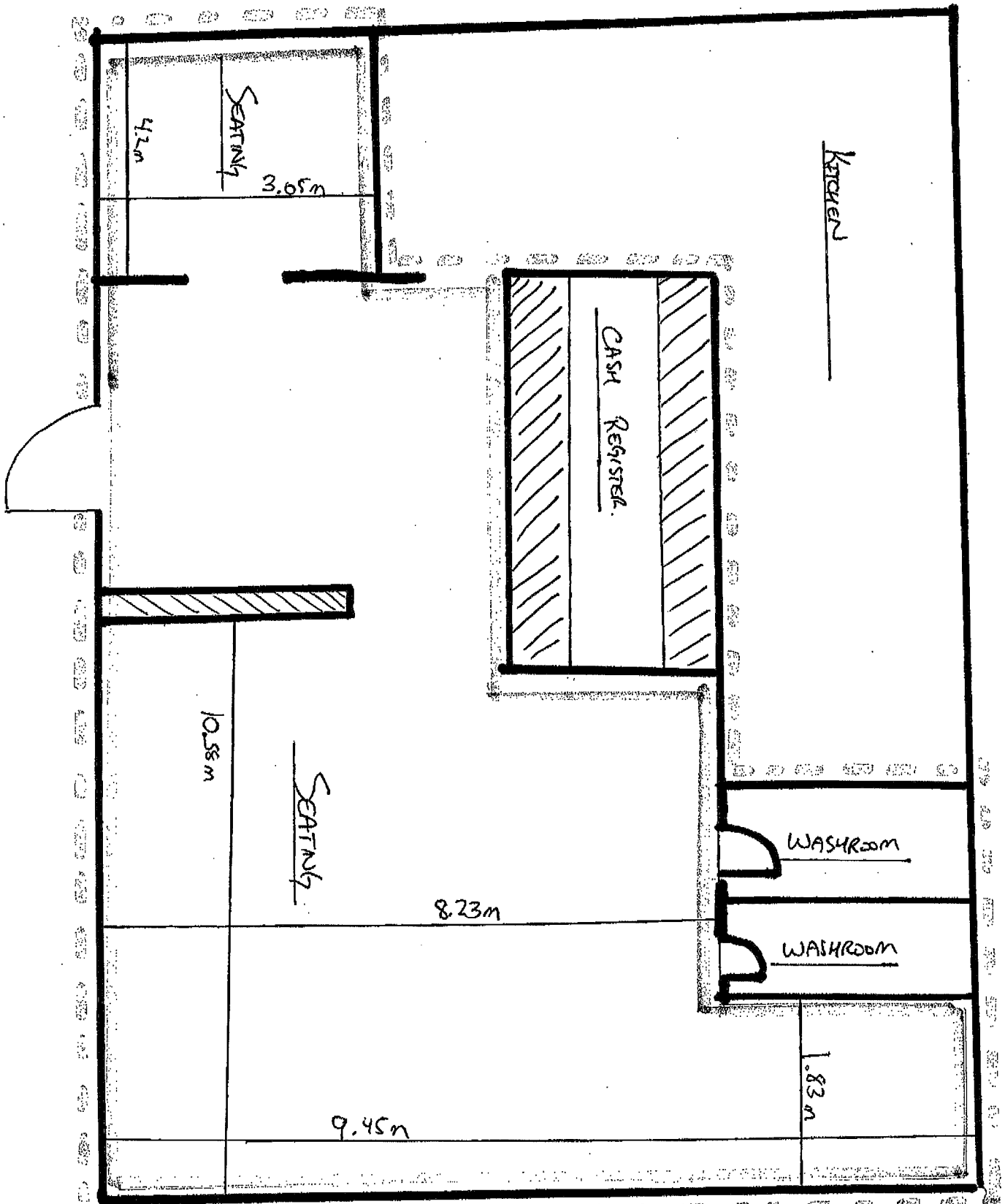
Rev. Jan/17

Information on this form is collected under the authority of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended and Section 12 of the Liquor Licence Act, R.S.O. 1990, Chapter L.19, as amended. The information you have provided will be used to contact you and process your Liquor Licence Application. If you have questions about this collection contact the Access & Privacy Manager, Legislative Services Development, 101 Town Centre Boulevard, Markham, Ontario, L3R 9W3, 905-477-5530.

What is the closest major intersection to the restaurant? <u>Kennedy / Hwy 7</u>	What is the distance between the restaurant and the closest residential area? (in kilometres) <u>0.5 km</u>
Does the restaurant have a valid Business Licence issued by the City of Markham? <input checked="" type="radio"/> Yes <input type="radio"/> No Business Licence Number: <u>25107804 EE</u>	Does the restaurant have a working Fire Alarm System? <input checked="" type="radio"/> Yes <input type="radio"/> No
If no, please note that a Business Licence is required.	
Type of restaurant (select one) <input checked="" type="checkbox"/> Family <input type="checkbox"/> Roadhouse <input type="checkbox"/> Sports Bar <input type="checkbox"/> Fine Dining <input type="checkbox"/> Take Out <input type="checkbox"/> Cafe	
What, if any, entertainment or amusements will be provided in the restaurant? (select all that apply) <input type="checkbox"/> Karaoke <input type="checkbox"/> Live Entertainment <input type="checkbox"/> Casino <input type="checkbox"/> Off-Track Betting <input type="checkbox"/> Arcade	
Is the liquor licence application for an expansion of the existing operations? <input type="radio"/> Yes <input checked="" type="radio"/> No	
If yes, please provide the <u>current</u> existing maximum seating capacity: _____	
If no, please provide the <u>planned</u> existing maximum seating capacity: <u>94</u>	
Location History	
Has a Building Permit been applied for or obtained for this location? <input type="radio"/> Yes Building Permit Number: _____ <input checked="" type="radio"/> No	
Was the location previously used as a restaurant? <input checked="" type="radio"/> Yes <input type="radio"/> No	
If no, a Building Permit is required. Contact Building Services at 905-477-7000 ext. 4870 for more information.	
If the location was previously used as a restaurant, has construction or alteration been proposed? <input type="radio"/> Yes <input checked="" type="radio"/> No	
If yes, please provide Alteration Permit Number: _____	

Applicant's Signature

June 12 2025
Date



NAM'S STARTERS

Our Signature



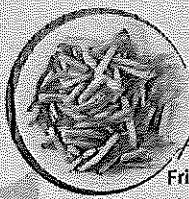
#1

Cooking time: 15-20 minutes. When the restaurant is at full capacity, preparation times increase.



Nam's famous dry wings

Garlic and onions with lime dip



Add ons: Fries \$ 6

Fries comes with Aioli sauce

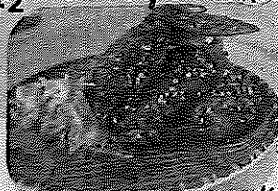
This item only @ nam 2

S \$16.5

M \$19.5

L \$25.5

#2 15-25 cooking time

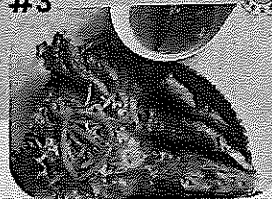


Sticky sweet glaze garlic wings

Deep fried with garlic and
nam's sweet house sauce
small size only

\$14.5
only s size
for this item

#3

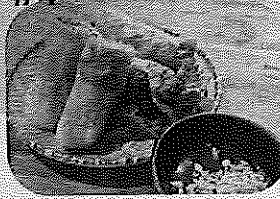


Nem/Springroll

Deep fried shrimp & pork, clear
noodles, carrots, mushroom
wrapped in rice paper (3pcs)

\$12.5

#4



Goi coun/Fresh roll

Pork and shrimp, lettuce and
mint wrapped in soft rice
paper with peanut sauce

Fresh roll
1pc: \$10.5
2pc: \$13.95

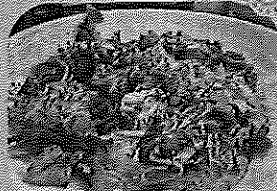


Shrimp chips

Deep fried chips with peanut
sauce

#5

\$8.5



Banh bot loc/Dumpling

Steam pork and shrimp, cilantro,
onions in tapioca wrap

15-20 cooking time

#6 \$14.5



Banh mi heo/pork

5 spice pork belly, cucumber,
pickled veggies, coriander, and
sriracha aioli

#7A \$10

15-20 cooking time



Banh mi bo/beef

Braised beef brisket,
cucumber, pickled veggies,
coriander, sriracha aioli, and
hoisin sauce

#7B \$10

Banh mi
Add ons: Egg \$1.8
Beef Dip \$2.5

The images shown here are for illustrative purposes only — the actual products may differ.

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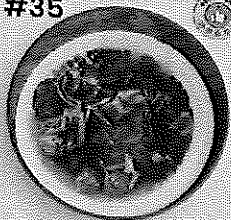
Please be advised that food prepared here may contain these ingredients: Milk, Eggs, Soybeans, Wheat, Peanuts, Tree Nuts, Fish, Shellfish. Please notify the server of any food allergies as not all ingredients are listed on the menu.

Pho size M 16 L 18 #35-40

Large pho come with a one-time free refill of noodles dine in only.

All pho tops with Green and white onions, basil and beansprout on the side

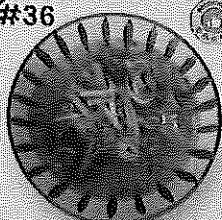
#35



Nam Dac Biet

Pho with mix meat in beef broth with onions

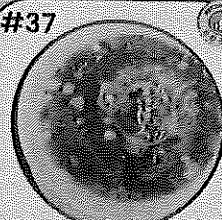
#36



Ve Don

Chewy brisket with pho noodle in beef broth

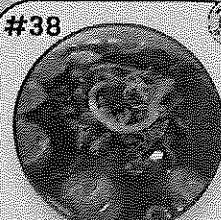
#37



Tai

AA Prime rib rare beef slices with pho noodle in broth

#38



Tai & Bo Vien

Pho with rare AA ribeye slices and beef balls in beef broth

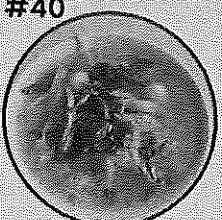
#39



Nam/brisket

Pho with well done beef brisket in beef broth

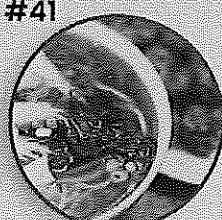
#40



Ga/Chicken

Pho with boil chicken, quail eggs, black pepper in chicken broth

#41



Veggies 16

Beef broth Pho noodle with baby bak choy and broccoli (no meat) ONE SIZE ONLY

#42



Bo Vien Soup 16

Beef ball
No noodles ONE SIZE ONLY

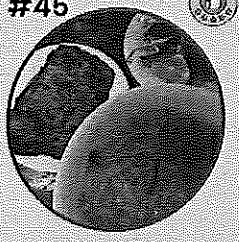
#43



Pho khong 12

Pho in beef broth (no meat) one size only

#45



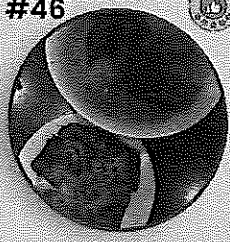
Grilled Chicken

Grilled chicken pho in beef broth

M 17

L 19

#46



Grilled Pork chop

Grilled pork chop pho in beef broth

M 17

L 19

extra toppings

Meat (mix meat) \$5
Satay sauce \$1.5
Change to Hue soup \$2
Egg \$1.8
Smoked rib (1pc) \$15
Bone Marrow \$8
Braised rib (1pc) \$13.5

You can order either fresh or dry noodles with your soup. If you do not specify anything while placing your order, dried noodles will be served automatically.

Ontario Health advises that consuming raw or undercooked meat, seafood or eggs may increase your risk of foodborne illness. Please be advised that food prepared here may contain these ingredients: Milk, Eggs, Soybeans, Wheat, Peanuts, Tree Nuts, Fish, Shellfish

NAM'S



Our Signature



Padthai/Phở Xào Thái Lan

peanuts



#12

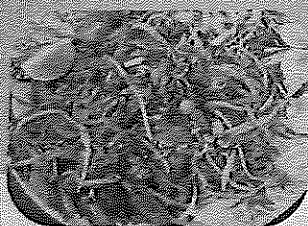
\$20

Padthai Shrimp

Stir-fry noodle dish with shrimp, tofu, scrambled eggs, bean sprouts and garlic, green onions and peanuts

#11

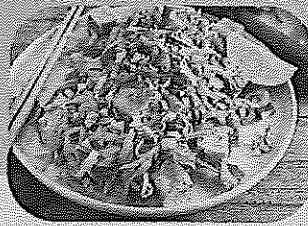
\$18

**Padthai Chicken**

Stir-fry noodle dish with chicken, tofu, scrambled eggs, bean sprouts and garlic, green onions and peanuts

#13

\$16.5

Padthai Tofu

Stir-fry noodle dish with tofu, scrambled eggs, bean sprouts and garlic, green onions and peanuts

#14

\$13.5

Stir fried veggies

Seasonal stir fried veggies with garlic

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- We politely decline the request of splitting the bill for tables of 5 or more.
- Any substitutions or modifications will be politely declined.
- For groups of 5 or more guests, 15% service charge will be applied to the bill

#23

Beef Ste

Brisket, carrot
coriander, an

The images
Please be a
Fish, Shellfish

- We pe
- Any s
- For g

NAM'S VERMICELLI



Our
parents

Signature



#32

Bun cha Hà Nội



\$26.5

Northern style vermicelli dish, pork and shrimp patties, Viet herbs with light fish sauce, pickled veggies, black pepper, and beansprout (nam 2 this item is grilled over charcoal)

Add ons:
Patties \$6
Nem \$3.95

15-20 cooking time! Good for sharing

#8



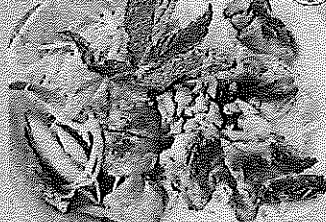
Pork Vermicelli

Vermicelli dish, pork, onion oil, pickled veggies, beansprout, mint, and peanuts with deep fried pork and shrimp nem and fish sauce

\$17.5

Add ons:
Grilled Meat \$ 6
Veggies \$ 3
Rice paper \$ 2
Vermicelli Noodles \$2
Rice \$2.5
Nem \$3.95

#9



Chicken Vermicelli

Vermicelli dish, chicken, onion oil, pickled veggies, beansprout, mint, and peanuts with deep fried pork and shrimp nem and fish sauce

\$17.5

#10



Beef Vermicelli

Vermicelli dish, AA beef, onion oil, pickled veggies, beansprout, mint, and peanuts with deep fried pork and shrimp nem and fish sauce

\$17.5

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For groups of 8 or more guests, our service charge will be applied.

The in
Ontar
Please
Fish

NAM'S

BEEF STEW



Our Signature



#24

Beef Stew



117.5

Brisket, carrot, tomato stew, onions, coriander, and basil with broken rice

Add ons:
Bread \$ 2.6
Rice \$2.5
Noodles \$ 2

#23



Beef Stew/Bread

Brisket, carrot, tomato stew, onions, coriander, and basil with bread

117.5

#25

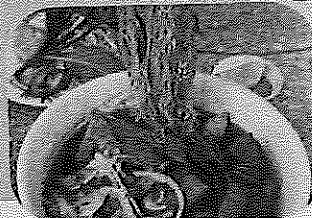


Beef stew/Rice noodles

Brisket, carrot, tomato stew, onions, coriander, and basil with rice noodles

117.5

#26



Beef stew/Egg noodles

Brisket, carrot, tomato stew, onions, coriander, and basil with egg noodles

117.5

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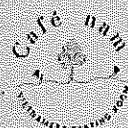
- We politely decline the request of splitting the bill for tables of 5 or more.
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DESSERTS/DRINKS

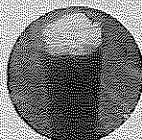


Che Suong So
Mung bean,
water chest-nut
jelly with
coconut milk

Cold 9.5

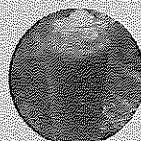


COFFEE



Cafe Sua Da
Condense milk

Cold 8.95

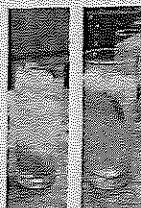


Che Thai
Thai tea with milk

Cold 7.50



Che Ba Mau
Mung bean, red
bean, pandan jelly with
coconut milk
Cold 8.5



Lime Ade

Cold 6.00

Salty Ade lime

Cold 6.00

Lemonade

Cold 5.00

COLD



SMOOTHIE

Avocado	6.50
Mango	7.50
Coconut	7.50
Strawberry	7.50

PRICES AND ITEMS LISTED ON OUR WEB SITE NEEDS ARE NOT GUARANTEED, AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.

POP

Coke, Ice Tea, Sprite, Ginger Ale, Diet Coke. 2.70

Coke Zero

- We politely decline the request of splitting the bill for tables of 5 or more.
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THE IMAGES SHOWN HERE ARE FOR ILLUSTRATIVE PURPOSES ONLY - THE ACTUAL PRODUCTS MAY DIFFER.

PLEASE BE ADVISED THAT FOOD PREPARED HERE MAY CONTAIN THESE
INGREDIENTS: MILK, EGGS, SOYBEANS, WHEAT, PEANUTS, TREENUTS, FISH, SHELLFISH.

NAM'S RICE



Our Signature
20 working time



#15

Butter Beef

Butter Beef, sunny side egg, pork and egg meatloaf (Cha Trung Hap) (Doesn't come with fish sauce)

\$17.5



ADD ONS:

CHICKEN/PORK CHOP \$8

SHRIMP (4 PCS) \$7

BEEF RIBS (5 BONES) \$10

SMOKED RIB (1 PC) \$15



#16 Beef short ribs/egg \$21

Beef short ribs with broken rice, onions, pickled veggies, and sunny egg, pork and egg meatloaf (Cha Trung Hap)



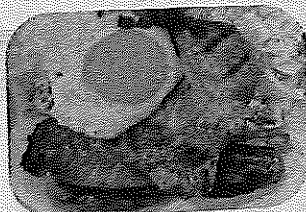
#17 Beef short rib \$19.5

Beef short rib with broken rice, onions, and pickled veggies, pork and egg meatloaf (Cha Trung Hap)



#18 Pork chop \$17.5

Pork chop with broken rice, onions, and pickled veggies, pork and egg meatloaf (Cha Trung Hap)



#19 Pork chop/egg \$18

Pork chop with broken rice, onions, pickled veggies, and sunny egg, pork and egg meatloaf (Cha Trung Hap)



#20 Chicken \$17.5

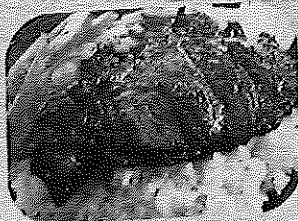
Chicken with broken rice, onions, and pickled veggies, pork and egg meatloaf (Cha Trung Hap)



#21 Chicken/egg \$18

Chicken with broken rice, onions, pickled veggies, and sunny egg, pork and egg meatloaf (Cha Trung Hap)

Add ons:
Veggies \$3
noodles \$2.5
Rice \$2.5
Nem \$3.95
Egg \$1.8



#22 \$18.5

Chicken and pork chop

Chicken and pork chop with broken rice, onions, and pickled veggies, pork and egg meatloaf (Cha Trung Hap)



The images shown here are for illustrative purposes only — the actual products may differ.
Please be advised that food prepared here may contain these ingredients: Milk, Eggs, Soybeans, Wheat, Peanuts, Tree Nuts, Fish, Shellfish

NAM'S

Specialty noodles

All one size only



Our Signature
20 cooking lines



#50

Bun Rieu/ Crab Noodle

Crab vermicelli noodle with side soft shell crab, mince pork, shrimp, tomatoes, onions, eggs, and shrimp paste (@nam 2 this item serve in hotpot bowl)

With side crab

\$21

Without crab

\$18.5

Rieu Soup (no noodles)

\$13

Add ons:
Rare beef \$5
Softshell crab \$12

#31

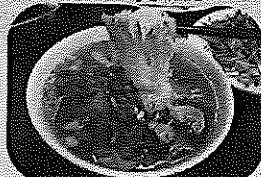


Spicy Beef

Beef vermicelli noodle in spicy broth, cha lua, beef brisket, pork jelly, pork hock, onions, cabbage, and vietnamese mint

\$19

#33 This item only @ nam 2



Phnom Penh In Soup

Pork belly, mince pork, shrimp, pork heart, coriander, and onions

\$12.5

#34 This item only @ nam 2



Phnom Penh Dry

Pork belly, mince pork, shrimp, pork heart, coriander, onions, and dry shallots with nam's soy sauce side bone soup

\$12.5

Phnom Penh choice:
Egg noodles
Rice noodles
Mixed noodles
Automatic choice is
Rice noodles if you do
not choose

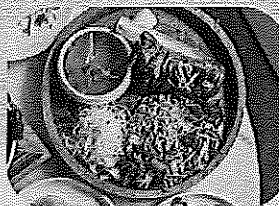


#191

Crab Tapioca Noodle

Crab, pork, shrimp, mushroom, and onions in thick tapioca soup with tapioca noodle

\$20.5



#201 Smoked Rib

This item only @ nam 2

40hr smoked rib with stir fried instant noodles, veggies, and pickled veggies with a side beef soup
(Change to stir fried pho noodles, Add \$2.5)

\$28.5

Add ons:
Veggies \$3
Noodles \$2.5
Rice \$2.5
Nem \$3.95
Egg \$1.8

The images shown here are for illustrative purposes only — the actual products may differ.
Please be advised that food prepared here may contain these ingredients: Milk, Eggs, Soybeans, Wheat, Peanuts, Tree Nuts, Fish, Shellfish

- We politely decline the request of splitting the bill for tables of 5 or more.
- Any substitutions or modifications will be politely declined.
- For groups of 5 or more guests, 15% service charge will be applied to the bill

NAM'S

All one size only


Our Signature


SPECIALTY NOODLES

Change to hot pot
bowl extra \$1.5
Available #69-72

Add ons:
Smoked rib \$ 15
Braised rib \$ 13.5
Bone marrow \$ 8



← **#69 (comes with noodle soup)**



\$31

The Dual/ Smoked Rib and Braised Rib

40 hr smoked rib (1pc) and
braised rib (1pc) in light beef
soup with pho and onions

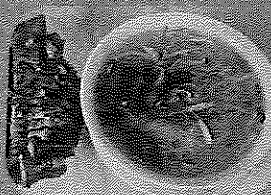
20 cooking time! Good for sharing!

#70



Smoked Rib \$26
40 hr smoked rib (1pc) in
light beef soup with
pho and onions

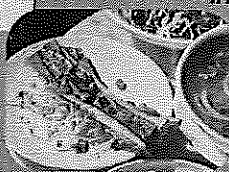
20 cooking time



#71 Pho Bone Marrow

\$25

Bone marrow (1pc) in
beef soup with pho
and rare beef and
brisket onions



#72



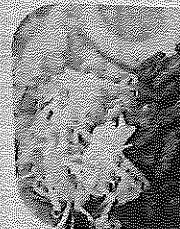
Braised Rib \$24.5
Braised rib (1pc) in
beef soup with
pho and onions

15-20 cooking time

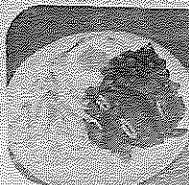


The images shown here are for illustrative purposes only — the actual products may differ.
Please be advised that food prepared here may contain these ingredients: Milk, Eggs, Soybeans, Wheat, Peanuts, Tree Nuts,
Fish, Shellfish

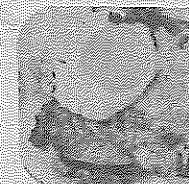
- We politely decline the request of splitting the bill for tables of 5 or more.
- Any substitutions or modifications will be politely declined.
- For groups of 5 or more guests, 15% service charge will be applied to the bill.



#16 Beef short ribs/egg
Beef short ribs with broken
onions, pickled veggies, and
sunny egg, pork and egg
(Cooking time)



#19 Pork chop/egg
Pork chop with broken
pickled veggies, and sunny
egg (Cooking time)



Add ons:
Veggies \$
noodles \$
Rice \$ 2.5
Nem \$3.9
Egg \$ 1.8

The images shown here are for illustrative purposes only — the actual products may differ.
Please be advised that food prepared here may contain these ingredients: Milk, Eggs, Soybeans, Wheat, Peanuts, Tree Nuts,
Fish, Shellfish

20-25 mins cooking time (Good for sharing)

DIY Street-Side Platter (limited)



\$39.9

This item only @ Nam 2

#75 BÁNH HỜI chạo tôm, lả lốt, thịt nướng, cuốn bánh tráng

Sugar Cane Shrimp, minced beef, wrapped in wild betel (la lot) leaves and grilled pork served with vermicelli, rice papers with Vietnamese herbs and vegetables top with green onion oil and peanuts and mắm nêm for dip (a pungent sauce similar to shrimp paste)



#76



\$59.9

This item only @ Nam 2

Bò nhúng dấm – Beef in Vinegar Hotpot (1 time free refill of beef)

AAA Rare beef slices cucumber, lemongrass, mint, lettuce, onion, fresh chilli, rice paper, vermicelli noodles, vinegar, and mắm nêm for dip (a pungent sauce similar to shrimp paste)

(Dine-in only)

The images shown here are for illustrative purposes only – the actual products may differ. Ontario Health advises that consuming raw or undercooked meat, seafood or eggs may increase your risk of foodborne illness. Please be advised that food prepared here may contain these ingredients: Milk, Eggs, Soybeans, Wheat, Peanuts, Tree Nuts, Fish, Shellfish.

#31

Spicy B

Beef vermicelli hot
broth, chilies, beef,
pork, pork, beef, and vietnamese m

#191

Crab

Crab, p
mushro
thick ta
tapioca

The images show
Please be advised

- We polite
- Any subs
- For group

**MEMORANDUM**

To: Mayor & Members of Council

From: Eddy Wu, Director, Environmental Services

Prepared By: Dave Douglas, Manager, Waste & Environmental Management

Date: August 7, 2025

RE: Follow-Up on Recommendation #2 from the June 17, 2025 General Committee Report – *Preparing for the Transition of Markham’s Blue Box Program on January 1, 2026 (Service Impacts)*

RECOMMENDATION:

1. THAT the Staff memorandum, dated August 7, 2025, under the subject “Follow-Up on Recommendation #2 from the June 17, 2025 General Committee Report – *Preparing for the Transition of Markham’s Blue Box Program on January 1, 2026 (Service Impacts)*” be received; and
2. THAT the City discontinue the community mailbox recycling program in 2025;
3. AND THAT Staff be authorized and directed to do all things necessary to give effect to this resolution.

PURPOSE:

This memorandum outlines additional information supporting Staff’s recommendation to discontinue the Community Mailbox Recycling Program in 2025.

COMMENTS:

Staff recommend discontinuing the Community Mailbox Recycling Program in 2025, following a comprehensive assessment of its operational performance and financial viability in light of the upcoming transition to full producer responsibility for blue box materials in Ontario. The program continues to experience service delivery and maintenance challenges, as well as significant contamination issues that reduce recycling quality and increase processing costs. Over the past 12 months, approximately 300 containers have been removed as part of the work order resolution process, primarily due to ongoing contamination and persistent illegal dumping.

The estimated annual cost to continue collection of community mailbox recycling bins in 2026, as provided by the current service provider and reviewed by Finance, is \$1.77 million (before tax). This increase reflects the loss of economies of scale previously achieved through the City’s municipal waste collection contract, as well as the end of the existing blue box funding system. This estimate does not include the additional \$52,500 (before tax) estimated in annual processing and disposal costs for 250 metric tonnes of material: (250 MT × \$160/MT = \$40,000 (processing), 125 MT × \$100/MT = \$12,500 (disposal of contaminated material)).

Given the absence of regulatory obligation, high costs, and operational challenges, Staff recommend ending the program in 2025.

In response to the current operational challenges (such as contamination, litter and illegal dumping) this Spring, Staff previously launched a public outreach initiative to help reduce the impact of unaddressed advertising mail at community mailbox locations. The campaign promotes three key messages through the City's core communications channels:

1. Canada Post's Consumers' Choice Program
Encourages residents to opt out of receiving unsolicited advertising mail such as flyers, catalogues, and restaurant menus. Participants will still receive election materials, community newspapers (without commercial inserts), and government mailings.
2. "Bring it Home"
Promotes the habit of taking mail home for sorting and recycling through the curbside blue box, while also reinforcing anti-litter messaging.
3. "Go Green, Go Digital"
Encourages residents to reduce paper waste by accessing flyers and promotions online rather than in print.

These tactics can be scaled-up if Council directs Staff to proceed with the removal of community mailbox recycling containers. A standardized set of FAQs and public messaging will also be provided to support Council members and Contact Centre staff.

Regarding ongoing maintenance, Canada Post has advised that it does not support the placement of litter or recycling containers adjacent to their mailbox infrastructure and does not provide litter collection at locations with City-issued blue boxes. If recycling bins are removed, Staff have coordinated with Canada Post to transfer maintenance responsibilities for these locations back to the agency. Residents will be able to report future litter or maintenance concerns through Canada Post's online ticket system.

ATTACHMENTS:

- Report to GC - Preparing for the Transition of Markham's Blue Box Program on January 1, 2026 (Service Impacts) - June 17, 2025.pdf



Report to: General Committee

Meeting Date: June 17, 2025

SUBJECT: Preparing for the Transition of Markham's Blue Box Program on January 1, 2026 (Service Impacts)

PREPARED BY: Dave Douglas, Manager, Waste & Environmental Management (x 2395)
Michael DiPasquale, Supervisor, Waste Operations (x 3710)

RECOMMENDATION:

1. THAT the report entitled "Preparing for the Transition of Markham's Blue Box Program on January 1, 2026 (Service Impacts)" be received; and
2. THAT the City discontinue the community mailbox recycling program in 2025; and
3. THAT Staff report back to Council in the Fall with a further blue box program transition update;
4. AND THAT Staff be authorized and directed to do all things necessary to give effect to this resolution.

PURPOSE:

To update Council on the City's preparations for the provincially mandated transition of the blue box recycling program to full producer responsibility by January 1, 2026. This report outlines anticipated service impacts and describes how the transition will be managed to ensure service continuity for residents. The report is being brought forward now to provide Council with the most current information available to Staff, acknowledging that many aspects of the transition remain dynamic and outside the City's direct control. Staff intend to provide a breakdown of the financial impacts related to the blue box transition to Council in the Fall.

BACKGROUND:

In June 2021, the Province enacted Ontario Regulation 391/21 under the Resource Recovery and Circular Economy Act, 2016, requiring all municipal blue box programs to shift to full producer responsibility by January 1, 2026. Producers of packaging and paper products will assume complete operational and financial responsibility for blue box recycling. Municipalities will no longer fund or manage these programs, as producers will handle collection and processing through appointed organizations.

Circular Materials (CM), a not-for-profit Producer Responsibility Organization (PRO), has been assigned to coordinate the new blue box system across Ontario. CM has contracted Miller Waste Systems (Miller) to deliver blue box collection services in Markham, Richmond Hill & Vaughan starting January 1, 2026. Markham prepared for this shift through its eight-year collection contract with Miller, awarded in 2020 and launched in 2022, which anticipated key elements of the new blue box system. Blue box materials are currently collected separately, aligning with producer standards. Staff have actively engaged in provincial working groups, maintained communication with CM, and tracked timelines to support a smooth transition, ensure service continuity, and shift costs

off the municipal tax base. The City will still manage the collection of garbage, organics, and leaf & yard material.

OPTIONS / DISCUSSION:

The following section outlines anticipated service impacts for Markham residents, next steps for the community mailbox recycling program, and an overview of CM's/Markham's approach to public education.

Service Impacts for Residents

Ontario residents are expected to experience a seamless transition of blue box services beginning January 1, 2026. Staff have received written confirmation from Miller that, in Markham, weekly collection will continue on the same schedule using the same rigid blue boxes currently in use. From the resident's perspective, service will continue with minimal disruption, as outlined below.

Miller will be responsible for all customer service related to the blue box program, including:

- Missed collections
- Blue box provision (for purchase or replacement)
- Collector complaints and claims
- General program inquiries

Residents will need to contact Miller directly through a toll-free number or email. CM will implement an escalation process to address unresolved complaints.

A key feature of the new blue box system is a standardized list of accepted recyclable materials across Ontario. However, CM has not yet confirmed which recyclable materials will be included in curbside collection – particularly for harder-to-recycle items like styrofoam and plastic film. CM has indicated that municipalities will learn about the expanded material list in September.

Community Mailbox Recycling Program

The City currently manages over 2,500 blue boxes at community mailbox sites, which are collected weekly by Miller and integrated into the curbside residential recycling stream. Originally intended to support convenient recycling of unaddressed advertising mail, this program has become increasingly challenging to operate. In 2024, Staff responded to 564 work orders related to illegal dumping and ongoing maintenance, including missing or broken container replacements. Contamination audits show that, on average, 50% of the material in these bins is non-recyclable – primarily pet waste, food waste, and garbage – resulting in higher processing costs.

Currently, this program is funded through the City's per-household rate with Miller. Following the transition, the full cost of collecting from over 2,500 containers would shift to the City, with an estimated annual cost of \$1.7 million. This increase is due to the loss of economies of scale and the end of the current blue box funding arrangement. Continuing the service in 2026 would result in an incremental, fully tax-funded cost

equivalent to a 0.88% property tax increase. This would offset a significant portion of the annual savings the City is expected to realize through the blue box transition, which will be detailed in the Fall report. Given the absence of regulatory obligation, high costs, and operational challenges, Staff recommend ending the program in 2025.

Staff recommend removing all community mailbox blue boxes in Q3 2025. A standardized public response and FAQs, would be provided to Council and the Contact Centre to support handling inquiries. Canada Post will be obligated to maintain mailbox sites once blue boxes are removed.

To reduce litter at community mailboxes, Waste & Environmental Management has launched the Bring It Home campaign, encouraging residents to sort and recycle their mail at home. Staff are also promoting Canada Post's Consumers' Choice Program, which lets residents opt out of receiving unaddressed advertising mail. The campaign will run indefinitely, with anti-litter messaging and information on mail reduction options.

Public Education

CM has indicated they will initiate messaging to inform Markham residents about the transition to the new producer-led blue box program in Q4 2025. CM will lead all broad communications, including how residents should participate in the new system.

Markham will implement a local promotion and education campaign aligned with CM's messaging to ensure consistency and clarity. The City's message will inform residents that, starting in 2026, all blue box-related service requests, complaints, and inquiries should be directed to Miller. Communications will be delivered through the City's website, social media, and other primary channels.

After the blue box transition to producer responsibility effective January 1, 2026, all public education responsibilities will rest with CM and other PROs. These organizations will handle the development and distribution of promotional information, provide updates on accepted materials, and manage all program-related inquiries. Markham will continue to support these efforts with collaborative messaging where appropriate.

Service Impacts Summary

Table #1 summarizes key service indicators and highlights which elements of Markham's blue box program will remain unchanged and which will shift under the new producer-led system effective January 1, 2026.

Table #1 Summary of Service Impacts			
Indicator	Current (Pre-2026)	Post-Transition (New Blue Box System)	Status Quo or Change

Blue Box Collection Service Provider	Miller (Contracted by Markham)	Miller (Contracted by CM)	Status Quo
Service Frequency	Weekly	Weekly	Status Quo
Collection Schedule	Tuesday to Friday curbside (No change for multi-residential)	Tuesday to Friday curbside (No change for multi-residential)	Status Quo
Collection Method	Manual curbside collection	Manual curbside collection	Status Quo
Customer Service Contact	Markham (Contact Centre)	Miller (Toll-free number and email)	Change
Blue Box Supply	Supplied by the City	Supplied by Miller	Change
Accepted Materials List	Determined locally	Standardized across Ontario	Change
Community Mailbox Recycling Program	2,500+ bins serviced by City	Program discontinued (Subject to Council approval)	Change
Blue Box Promotion & Education	Led by the City	Led by CM (City to support and align communications)	Change

Staff recognize that many components of the blue box transition remain fluid and continue to evolve as producers refine the details of their new collection system. The decisions of CM and other industry PROs, as well as any future amendments to the regulation itself, remain outside of the City's control. Staff are committed to remaining responsive and flexible, and will provide updates should any new information arise that warrants Council's attention.

Additionally, it is important to acknowledge that the broader economic climate may also influence implementation timelines and resourcing. The City will continue to approach all transition-related decisions with caution and fiscal responsibility, ensuring that service continuity and waste diversion performance remain top priorities.

FINANCIAL CONSIDERATIONS:

Staff will report back to Council in the Fall with an update on the blue box transition, including a detailed breakdown of the financial impacts and the effects on the Waste & Environmental Management operating budget.

HUMAN RESOURCES CONSIDERATIONS:

N/A

ALIGNMENT WITH STRATEGIC PRIORITIES:

By ensuring a seamless blue box transition for residents with minimal changes to key service variables, Markham continues to advance Goal 1: Exceptional Services by Exceptional People, as outlined in the 2020–2026 Strategic Plan.

BUSINESS UNITS CONSULTED AND AFFECTED:

Financial Services

Legal Services

Contact Centre

RECOMMENDED BY:

Eddy Wu
Director, Environmental Services

Morgan Jones
Commissioner, Community Services

ATTACHMENTS:

N/A



MEMORANDUM

To: Mayor and Members of Council

From: Huyen Hare, Manager of Economic Development

Date: August 7, 2025

Re: **Markham Delegation to Nördlingen Germany, September 2025**

RECOMMENDATION:

1. That the memorandum dated August 7, 2025 entitled “Markham Delegation to Nördlingen Germany, September 2025” be received; and,
2. That the Markham Delegation to attend the Historisches Stadtmauerfest (Historical City Wall Festival) in Nördlingen Germany, September 12-14, 2025, be approved for Mayor Scarpitti (or designate) and Councillor Keith Irish; and,
3. That the total cost of the delegation to Nördlingen, Germany does not exceed \$13,000 and be funded from the Economic Development budget; and further,
4. That Staff be authorized and directed to do all things necessary to give effect to this resolution.

BACKGROUND:

On June 26, 2001, the City of Markham entered into an Alliance Agreement with the City of Nördlingen, Germany, to formalize cultural and heritage ties. Nördlingen is where William Berczy and 220 German immigrants originated. The Berczy group settled in and founded what is now the City of Markham, in 1794.

The warm and active relations between Markham and Nördlingen have been enhanced through regular visits, opportunities for cultural and student exchanges, and learning opportunities between the two cities. Most recently in 2024, the City of Markham welcomed the Knabenkapelle Nördlingen orchestra band to perform with the Markham Concert Band at the Unionville Bandstand and celebrated the orchestra’s 100th anniversary and the 230th anniversary of the William Berczy Settlement in Markham.

Every 3 years the City of Nördlingen holds the Historisches Stadtmauerfest (Historical City Wall Festival) and invites the participation of its Sister Cities (including Markham) for the festivities. The City of Markham participated in the 2016, 2019, and 2022 Historical City Wall Festivals.

This year the City of Nördlingen will celebrate the Historical City Wall Festival for the 15th time from September 12th to 14th, 2025 and will feature several events, including speeches, concerts

and parades as visitors journey back in time to the Middle Ages and look into Nördlingen's rich history.

Staff recommends that this significant celebration of the 15th Historical City Wall Festival warrants official delegation status for those representing the City of Markham. The attendance will represent opportunities for sustained positive relationship and provide pathways for continued potential cultural, social and economic linkages between communities.

Staff further recommends that an expenditure of up to \$13,000 be approved, to cover the costs to be incurred by the two City representatives at the Nördlingen Stadtmauerfest. The costs are based on current estimates for air fare, ground travel, accommodation (4 nights), food, and any promotional and ancillary expenses to support a successful delegation.

ATTACHMENTS:

[15th Historisches Stadtmauerfest Program](#) (Cover Page)



Report to: Council

Meeting Date: August 7, 2025

SUBJECT: Cost Sharing Agreement with Region of York – Church Street Watermain, Ward 4

PREPARED BY: Aaron Smith, Project Engineer, Infrastructure, Capital Delivery, Environmental Services - Ext 2495
Jawaid Khan, Actg. Manager, Infrastructure, Capital Delivery, Environmental Services -Ext 2637

RECOMMENDATION:

- 1) That the report entitled “Cost Sharing Agreement – Church Street Watermain, Ward 4” be received; and,
- 2) That the Mayor and Clerk be authorized to execute an agreement with the Region of York to govern cost sharing for the watermain upgrade on Church Street, provided that the form of such agreement is satisfactory to the Director of Environmental Services and the City Solicitor; and,
- 3) That the existing purchase order created as part of award 289-T-23 Markham Village Flood Control Phase 1A – Construction be increased by \$965,341.15 including HST impact as part of the cost sharing agreement whereby the City upfront the total cost and then the Region provide a full reimbursement; and further,
- 4) That Staff be authorized and directed to do all things necessary to give effect to this solution.

PURPOSE:

The purpose of this report is to obtain Council’s approval for an increase to the existing purchase order in relation to #23468 Markham Village Flood Control Phase 1A – Construction to be increased by \$965,341.15 to allow for additional work to the watermain on Church Street. The City will upfront the cost and will then receive reimbursement from the Region for the same. The report is also seeking to obtain Council’s approval for the execution of a cost sharing agreement with the Region of York.

BACKGROUND:

On February 27, 2024, Council endorsed the capital budget for #23468 the Markham Village Flood Control Phase 1A project (the “Markham Village Phase 1A project) - Construction of \$18,746,673.19. This budget amount included work for storm sewer upgrades to mitigate flooding impacts. The project is being implemented on Church Street from Maple Street to 300 m West of 9th Line including side courts. It also included portions of watermain realignment and upgrades to accommodate the storm sewer installation.

The Region of York (the “Region”) has been undergoing design of replacing/upgrading the Region’s trunk distribution watermain that is located along Church Street. The watermain upgrade on Church Street was identified by the Region as they are planning to relocate their existing 450 mm diameter old ductile iron (DI) watermain from Church Street. Through their design process, the watermain will be relocated to Highway 7 for hydraulic purposes and to limit further impacts to the Church Street area. Old DI watermain on Church Street will be decommissioned by the Region. Through the Region’s consultant’s hydraulic modelling, the relocation of the York transmission watermain to Highway 7 will result in 408m of City of Markham 150mm diameter watermain requiring an upgrade to 300mm diameter for fire flow requirements. the Region’s consultant, Accardi Engineering Group, completed the design for this upgrade work.

OPTIONS/ DISCUSSION:

Through discussions with the Region, it was decided that it would be in the best interests of the Region and the City to encompass this upgrade work within the City’s existing Markham Village Phase 1A project that is currently under construction. As the work zones will overlap, the warranty for all restoration work will be under one contractor/contract.

Alternatively, if the Region completes this work in 2026 under a separate project, they would be disturbing portions of the newly constructed road infrastructure that will be completed by the City within the Markham Village Phase 1A project. The residents would also have to experience another year of construction on Church Street.

The cost of the upgrade work, to be completed by the general contractor for Markham Village Phase 1A project, Drainstar Contracting Ltd, is \$1,233,415.00 plus HST. The Region has agreed to fund the watermain replacement (\$921,513.12 including HST impact plus HST) and 50% of the consultant and inspection fees (\$43,828.03 including HST impact) associated with this work, for a total amount of \$965,341.15 The City will fund the cost of the water service replacements (\$245,953.92 including HST impact) and 50% of the consultant and inspection fees (\$43,828.03 including HST impact) through the existing approved budget for the Markham Village Project #23468.

The existing 150 mm watermain on Church Street between Roseway and 9th line is deficient in fire flow requirements according to hydraulic model. That is why Region is upgrading this section of watermain (at their cost) before they decommissioned their existing 450mm diameter ductile iron transmission main on Church Street. The existing watermain on Church Street between Rose Way and Elm Street is 300mm in diameter therefore does not require any upgrade.

Water services will be replaced to the residential properties where the watermain is upgraded to meet the modern standard of material and diameter.

Project Schedule

The scope of work adjustment proposed for the Markham Village Phase 1A project will not result in an extended project schedule. The general contractor has stated that they will

supply the necessary resources to complete all works within the original working days agreed as part of contract 289-T-23 (Markham Village Phase 1A Construction), dependent on the date of executing the cost sharing agreement with the Region. Additional watermain upgrade work to be scheduled includes:

- Watermain Construction – Late July to August 2025
- Watermain Commissioning – Late August 2025
- Water Service Installation – September 2025
- Final Restoration – October 2025

FINANCIAL CONSIDERATIONS

The cost sharing agreement will not require additional funding from the City of Markham, as although the City will upfront the total cost, the Region will reimburse the City in full. The City can replace the new water services through the existing contract contingencies and no additional fundings will be required.

HUMAN RESOURCES CONSIDERATIONS

Not applicable.

ALIGNMENT WITH STRATEGIC PRIORITIES:

The proposed watermain upgrade/replacement is aligned with City's goal to provide better quality services to the public and is consistent with the Building Markham's Future Together strategic program.

BUSINESS UNITS CONSULTED AND AFFECTED:

Environmental Services, Financial Services and Legal were consulted and their comments have been addressed in this report.

RECOMMENDED BY:

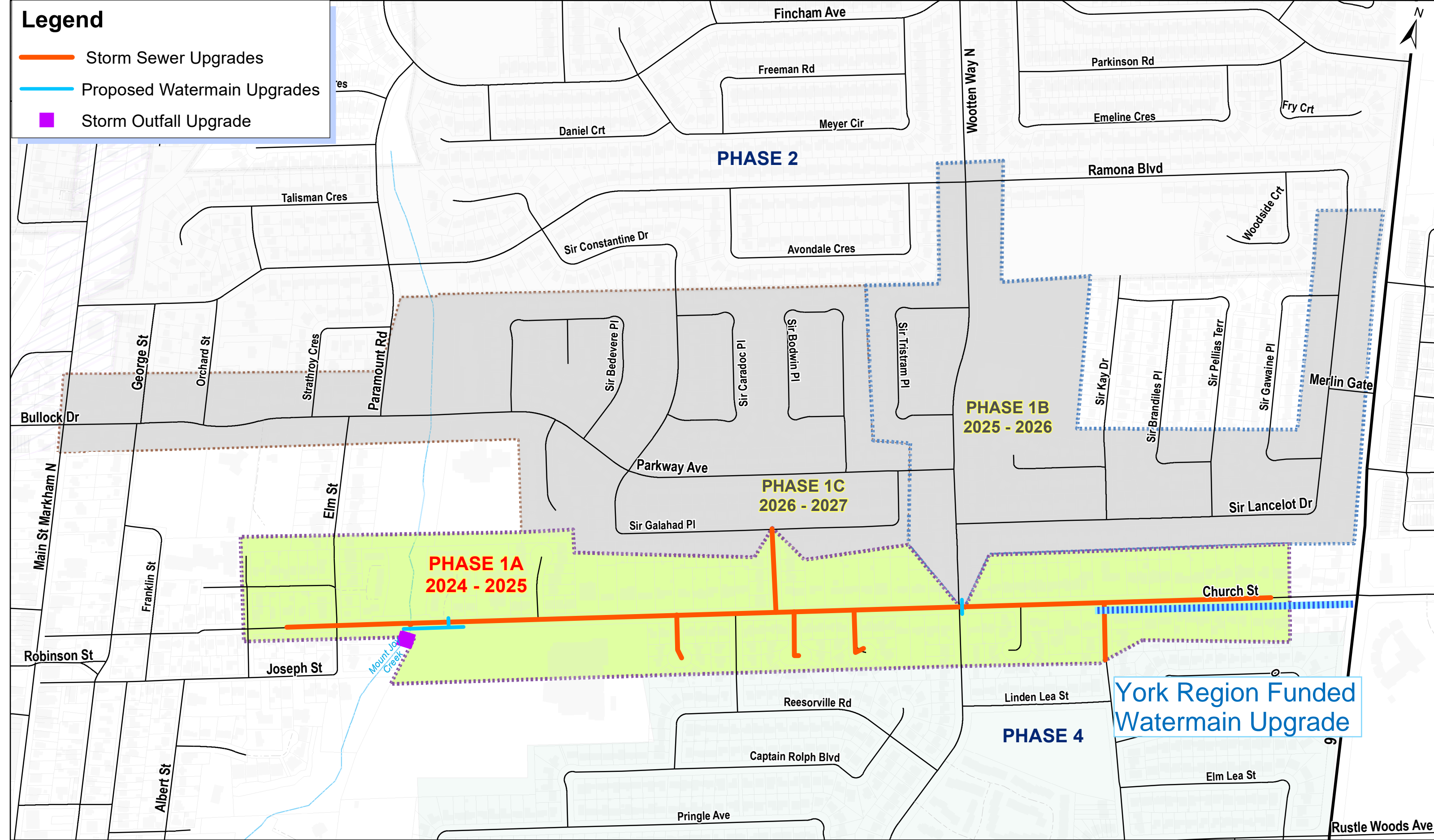
Eddy Wu, P.Eng.
Director, Environmental Services

Morgan Jones
Commissioner, Community Services

ATTACHMENTS:

Attachment A – Phase 1A Location Map

Attachment B – Cost Sharing Agreement



THIS COST SHARING AGREEMENT dated March 1, 2025 (the “**Effective Date**”)

BETWEEN:

THE REGIONAL MUNICIPALITY OF YORK

(the “**Region**”)

and

THE CORPORATION OF THE CITY OF MARKHAM

(the “**City**”)

RECITALS:

- A. Section 11 of the *Municipal Act, 2001* (the “**Act**”) provides that the Region and the City each have non-exclusive jurisdiction over water distribution and collection of sanitary sewage.
- B. The Region owns and operates a 450 mm diameter watermain along Church Street in the City of Markham, from Main Street Markham North to Ninth Line; as part of the Region’s replacement project this watermain will be decommissioned and a replacement 500 mm diameter watermain will be constructed along Hawkridge Avenue (from Bullock Drive to Highway 7), Highway 7 (Hawkridge Avenue to Ninth Line) and Ninth Line (from Highway 7 to Berczy Gate).
- C. The Region undertook a detailed investigation and determined that the City’s existing 150 mm diameter watermain on Church Street, from Rose Way to Ninth Line (the “**Watermain**”), needs to be upsized to 300 mm diameter to maintain reliable servicing in the City’s water distribution system (the “**Watermain Upgrade**”). The new 300 mm diameter watermain will be owned and operated by the City.
- D. The City is currently conducting a construction project in the area and the City has agreed to include the Watermain Upgrade as part of its construction project, in accordance with the terms and conditions set out in this Agreement.
- E. The Region has agreed to pay for the costs of the Watermain Upgrade in accordance with the terms and conditions set out in this Agreement.

The parties agree:

1. DEFINITIONS

1.1 For the purposes of this Agreement, the following definitions apply:

- (a) “**Agreement**” means this cost sharing agreement between the Region and the City, as amended from time to time;

- 2 -

- (b) **“City”** means The Corporation of the City of Markham as a municipal corporation and where the context requires, its geographic area;
- (c) **“Contractor”** means the contractor retained by the City for the Watermain Upgrade;
- (d) **“Tender Drawings”** means the Issued for Tender drawings for the Watermain Upgrade prepared by Accardi Engineering Group Ltd. (Consultant) for the Region, dated March 2025, attached as Schedule B to this Agreement;
- (e) **“Region”** means The Regional Municipality of York as a municipal corporation and where the context requires, its geographic area;
- (f) **“Watermain”** means that section of the City’s Church Street watermain, shown in Schedule A (The Watermain), located within the City’s right-of-way; and
- (g) **“Watermain Upgrade”** means all construction work procured by the City for the replacement of the Watermain.

2. OBLIGATIONS OF THE PARTIES

- 2.1 The City shall complete the Watermain Upgrade no later than December 31, 2025, subject to Council approval of overall project budget for the City project. If unforeseen site conditions cause delay of the Work, the City and the Region will agree on a new timeline for completion of the Work, to the satisfaction of both parties.
- 2.2 The City shall prepare the procurement documents for award of the City’s contract and shall manage all phases of the procurement and award process in accordance with the City’s procurement bylaws and protocols.
- 2.3 The Region will provide the City with the Tender Drawings, which the City shall use for the purposes of the Watermain Upgrade.
- 2.4 The City shall be responsible for and shall manage the construction of the Watermain in accordance with the Tender Drawings.
- 2.5 The Region shall provide the City with a copy of the Region’s Purchase Order based on the estimated costs in Section 2.6 following the execution of this Agreement and before the City issues the tender for the Work.
- 2.6 The parties acknowledge that the total estimated cost of the Watermain Upgrade is \$1,233,415.00 plus HST. The breakdown is as follows:
 - (a) Watermain construction and commissioning = \$905,575.00
 - (b) Water services = \$241,700.00
 - (c) Contract Administration and Site Inspection Services (consultant fees) = \$86,140.00
- 2.7 The above costs shall be shared between the parties as follows:

- (a) **The Region** will cover 100% of the watermain construction and commissioning costs (2.6a - \$905,575.00) and 50% of the contract administration and site inspection services costs (2.6c) (\$43,070.00) for a total of \$948,645.00 plus HST.
 - (b) **City of Markham** will cover 100% of the water services costs (2.6b - \$241,700.00) and 50% of the contract administration and site inspection services costs (2.6c - \$43,070.00) for a total of \$284,770.00 plus HST.
- 2.8 The City shall advance payment to the City's general contractor directly for the costs for the Watermain Upgrade and will submit invoices to the Region to be reimbursed by the Region at each of the following stages of the Watermain Upgrade: (i) at fifty percent (50%) completion of construction, and (ii) when construction is completed as determined in accordance with Section 3.1.
- 2.9 The Region shall reimburse the City by issuance of a cheque payable to the City of Markham within thirty (30) days of receipt of an invoice from the City.
- 2.10 The City shall submit final stamped as-built drawings to the Region the following completion of the Watermain Upgrade. As-built drawings must be stamped by a Professional Engineer licensed to practice in Ontario.
- 3. INSPECTION AND ACCEPTANCE**
- 3.1 For the purposes of this Agreement, the Region and the City agree that the Watermain Upgrade shall be deemed completed when the Watermain has been commissioned by the City and is in-service.
- 3.2 The Region and the City shall select a mutually agreeable date on which the parties will attend the Watermain for the purposes of inspecting the Watermain Upgrade and to note any deficiencies with the construction work of the Watermain, each acting reasonably, such date to be no later than thirty (30) days after the Watermain has been placed into service referred to in Section 3.1.
- 3.3 The City shall correct any deficiencies covered under the Contractor's warranty noted by the Region or the City during the first inspection or any subsequent inspection under Section 3.4 within thirty (30) days of the applicable inspection date.
- 3.4 Upon the City providing the Region with written notice that the applicable deficiencies have been rectified, the Region and the City shall select a mutually agreeable date on which the parties will attend the Watermain for the purpose of inspecting the work completed to rectify the deficiencies noted during the inspection under Section 3.2 or any subsequent inspection, such date to be no later than ten (10) days following the City's notice under this Section 3.4.
- 3.5 The Region shall provide to the City a written notice of acceptance when the Region, at its sole discretion, is satisfied that all deficiencies identified in accordance with this Section 3 have been rectified.
- 3.6 Notwithstanding anything else contained in this Agreement, the Region may inspect the Work periodically and from time to time, as the Region deems necessary.

4. TERM

- 4.1 This Agreement is effective from the Effective Date until the Region's acceptance of the Watermain Upgrade, which shall be deemed to have occurred when the Region delivers to the City the written notice of acceptance contemplated in Section 3.5.

5. COMPLIANCE

- 5.1 The City shall include in its tender documents a requirement that the general contractor performing the Watermain Upgrade is responsible to comply with all applicable legislation, regulations, policies, guidelines, by-laws, rules, orders or other requirements imposed by federal, provincial, municipal or other bodies, agencies, tribunals, or other authorities which may be applicable, including any health and safety measures required by the Region in the performance of the Watermain Upgrade.
6. The City shall include in its tender documents a requirement that the general contractor performing the Watermain Upgrade is responsible to meet all current Ministry of the Environment, Conservation and Parks standards and regulations on drinking water, including but not limited to O. Reg. 170/03 (Drinking Water Systems).

7. CONTACTS

- 7.1 The Region shall contact the following person at the City concerning any matters pertaining to this Agreement:

Paul Ahn P.Eng.

Actg. Senior Manager,
Infrastructure, Capital Delivery, Environmental Services
Community Services Commission, City of Markham
101 Town Centre Boulevard, Markham, ON L3R 9W3
T: 905.415.7000 Ext. 7000 email: pahn@markham.ca
With copy to:

Jawaid Khan, M. Eng, P.Eng.,

Actg. Manager,
Infrastructure, Capital Delivery, Environmental Services Department
Community Services Commission, City of Markham
101 Town Center Blvd., Markham, Ontario L3R 9W3
Phone 905-477-7000 Ext 2637 email: jkhan@markham.ca

Aaron Smith, P.Eng.

Project Engineer,
Infrastructure, Capital Delivery, Environmental Services,
Community Services Commission, City of Markham
101 Town Center Blvd., Markham, Ontario L3R 9W3
Office: 905.477.7000 Ext.2495 Email: aasmith@markham.ca

The City shall advise the Region immediately if there is any change to this contact information.

- 7.2 The City shall contact the following person at the Region concerning any matters pertaining to this Agreement:

Pina Accardi,

Director, Capital Delivery, Public Works

Email address: pina.accardi@york.ca

Telephone no. 905.830.4444 ext. 75355

The Region shall advise the City immediately if there is any change to this contact information.

8. DISPUTES

- 8.1 If either party has a dispute arising with respect to the interpretation, application, or administration, of this Agreement (a “**Dispute**”):
- (a) the party who wishes to resolve the Dispute shall give notice to the other party setting out the particulars of the Dispute (the “**Dispute Notice**”). The other party shall respond (the “**Response**”) to the Dispute Notice within fourteen (14) days from the date the Dispute Notice was received; and
 - (b) the City’s Director of Engineering and the Region’s Commissioner of Public Works, or their respective designates, shall consider the Dispute Notice and the Response, and attempt to resolve the Dispute to the satisfaction of both parties.
- 8.2 If the parties are not able to resolve the Dispute within sixty (60) days from the time the Response was received, or such other time frame that the parties agree to in writing after the Dispute Notice is sent, then the parties may proceed with any claim, action or application as either party deems necessary.

9. INDEMNIFICATION

- 9.1 The City shall indemnify and hold harmless the Region, its Chair, its Council members, its officers, and its employees, contractors, agents, successors and assigns (the “**Region Indemnified Parties**”), from and against all actions, claims, losses, costs (including all legal costs), damages, demands, suits, proceedings, orders, fines, expenses, and liabilities whatsoever which may be brought against the Region Indemnified Parties and against all losses, liabilities, judgments, claims, suits, demands or expenses which the Region Indemnified Parties may sustain, suffer or be put to that arise directly or indirectly out of or are attributable to the City’s omissions relating to its obligations under this Agreement, or failure to exercise reasonable care, skill or diligence in the performance or non-performance or rendering of any work or service required to be performed by the City, its agents and employees under this Agreement. This indemnification includes any legal costs incurred by the Region on a complete indemnity basis, including those incurred to defend any prosecutions against the Region Indemnified Parties resulting from the acts or omissions of the City.
- 9.2 The Region shall indemnify and hold harmless the City, its Mayor, its Council members, its

officers, and its employees, contractors, agents, successors and assigns (the “**City Indemnified Parties**”), from and against all actions, claims, losses, costs (including all legal costs), damages, demands, suits, proceedings, orders, fines, expenses, and liabilities whatsoever which may be brought against the City Indemnified Parties and against all losses, liabilities, judgments, claims, suits, demands or expenses which the City Indemnified Parties may sustain, suffer or be put to that arise directly or indirectly out of or are attributable to the Region’s omissions relating to its obligations under this Agreement, or failure to exercise reasonable care, skill or diligence in the performance or non performance or rendering of any work or service required to be performed by the Region, its agents and employees under this Agreement. This indemnification includes any legal costs incurred by the Indemnified Parties on a complete indemnity basis, including those incurred to defend any prosecutions against the City Indemnified Parties resulting from the acts or omissions of the Region.

9.3 This Section 10 shall survive the expiration or termination of this Agreement.

10. INSURANCE

10.1 During the term of this Agreement, both parties shall maintain comprehensive liability insurance in accordance with their respective risk management policies, and in an amount to cover their obligations under this Agreement and in any event in an amount not less than five million dollars (\$5,000,000.00) per occurrence. Each party shall provide evidence of such insurance upon written request from the other party.

10.2 The City shall ensure that anyone undertaking Watermain Upgrades in relation to this Agreement shall obtain and maintain the following insurance coverages:

Commercial General Liability Insurance

Commercial General Liability (“**CGL**”) insurance with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily and personal injury, death, and damage to property including loss of use thereof. The CGL insurance shall include Cross Liability and Severability of Interest clauses, Products and Completed Operations coverage (minimum 24 months), Owner’s & Contractor’s Protective and a Standard Non-Owned Automobile endorsement including standard contractual liability coverage.

The following parties shall be included as Additional Insured parties on the CGL policy:

- the Owner
- the Region
- the Consultant

Automobile Liability Insurance

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Contractor.

Contractors’ Equipment Insurance

All Risks Contractors' Equipment coverage, insuring the full amount of the Contractor's equipment, including all owned, non-owned and mobile equipment.

Property Insurance

- (i) All Risks Builder's Risk insurance insuring not less than the sum of the amount of the Estimated Contract Price and the full value of Products that are specified to be provided by the Owner or the Region for incorporation into the Work. The Contractor, the Owner and the Region shall be Named Insureds on the policy. This policy shall be maintained from the commencement of the Work until Substantial Performance of the Contract has been attained, as set out in the Certificate of Substantial Performance.

The policies shall provide that, in the event of a loss or damage, payment shall be made to the Owner, the Region and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner, the Region and itself for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined the Contractor shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of Contract Time relative to the extent of the loss or damage as the Owner may decide in accordance with the General Conditions of the Contract.

The Contractor shall be entitled to receive from the Owner, in addition to the amount due under the Contract in respect of Work performed prior to the date of the occurrence of the loss or damage, the amount at which the Owner's interest in restoration of the Work has been appraised to the extent paid by the insurer, such amount to be paid as the restoration of the Work proceeds and in accordance with the requirements of the General Conditions of the Contract.

Contractor's Pollution Liability Insurance

Contractor's Pollution Liability insurance is required with limits of not less than \$2,000,000.00 with the Owner and the Region added as an Additional Insured. This policy shall be maintained from the commencement of the Work until Substantial Performance of the Contract has been attained, as set out in the Certificate of Substantial Performance.

The form of Contractor's Pollution Liability may be an occurrence or claims-made form. Should the policy be on a claims-made form, the Contractor must provide a two-year extended reporting period.

- 10.3 The Region will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL, General Aggregate and Automobile Liability limits noted above.

11. FORCE MAJEURE

- 11.1 In the event that performance of any or all of a party's obligations under this Agreement is made impossible by an occurrence, circumstance, or cause beyond the control of the party affected ("**Force Majeure**"), then such party shall immediately notify the other in writing. In such event, the parties may:

- (a) terminate this Agreement forthwith with the Region being liable to pay the City only for the Work completed prior to the termination,
 - (b) suspend or delay performance of the Work until the occurrence abates, or
 - (c) agree that the City may continue the performance of its obligations under this Agreement with such adjustments to the Work as may be required by the occurrence in question.
- 11.2 Delays in or failure of performance by either party under this Agreement shall not constitute default hereunder nor give rise to any claim for damages if such delay or failure is caused by Force Majeure occurrences beyond the control of the party affected, including, but not limited to, orders or other acts of Governments, acts of God, outbreaks of communicable disease resulting in government action, fires, floods, riots, war, rebellion, unusual delay by common carriers or unavoidable casualties, sabotage, and atomic or nuclear incidents, unless by exercise of reasonable effort or foresight they could have been avoided or mitigated.
- 11.3 Notwithstanding the foregoing, default or breach under a party's contract with others, lack of finances, adverse or inclement weather or climatic conditions short of a declared state of emergency, pandemics, strikes, lockouts, and other concerted acts by workers shall not be deemed to be causes beyond a party's control. For greater certainty, if a party is capable of performing its obligations under this Agreement notwithstanding the existence of any of the aforementioned events, such party will not be excused from the performance of its obligations. The parties expressly agree that COVID-19 virus and its variants are not to be considered a Force Majeure described in Sections 11.1 and 11.2.
- 12. AUDIT**
- 12.1 The Region shall have the right to audit, and may audit, all books and records (in whatever form they may be kept) relating or pertaining to this Agreement (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records) (collectively, the "**Records**"), kept by or under the control of the City, including, but not limited to, those kept by the City, its employees, agents, assigns, successors and subcontractors.
- 12.2 The City shall maintain and preserve all original books and records, together with such supporting or underlying documents and materials, for the term of this Agreement and for at least two (2) years following expiration or termination.
- 12.3 The City shall make the Records available to the Region upon request during business hours and may deliver the Records by electronic means.
- 12.4 This Section 12 shall not be construed to limit, revoke or abridge any other rights, powers or obligations relating to audit which the Region may have by Federal, Provincial, or Municipal statute, regulation, or agreement, whether those rights, powers, or obligations are express or implied.
- 12.5 This Section 12 shall survive the expiration or termination of this Agreement.

13. ASSIGNMENT

- 13.1 Neither party shall assign this Agreement, in whole or in part without the prior written approval of the other party, which approval may be withheld, or granted subject to such terms and conditions that the other party, at its sole opinion, deems advisable.

14. GOVERNING LAW

- 14.1 This Agreement is governed by the laws of the Province of Ontario and the applicable laws of Canada. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario, and all courts competent to hear appeals therefrom, with respect to all matters relating to or arising out of this Agreement.

15. SEVERABILITY

- 15.1 Any provision of this Agreement held to be invalid, void, illegal or unenforceable is ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality or enforceability of the remaining provisions of this Agreement.

16. ENTIRE AGREEMENT

- 16.1 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes any and all agreements, undertakings, negotiations and discussions, whether oral or written, pertaining to its subject matter.

17. ADDRESS FOR NOTICE OF SERVICE

- 17.1 Any notice required to be given or served on either party under this Agreement must be in writing and delivered personally, electronically, or by prepaid registered mail, addressed to the Region or the City respectively as set out below. Service of notice is effective on the next business day following the date of personal delivery, electronic delivery or, in the case of a registered letter, on the third business day following the date of mailing.

To the Region at: The Regional Municipality of York
 17250 Yonge Street
 Newmarket, Ontario L3Y 6Z1
 Attention: Commissioner of Public Works
 Email address: Laura.McDowell@york.ca

With a copy to: Regional Clerk
 Regional.clerk@york.ca

To the City at: The Corporation of the City of Markham
 101 Town Centre Blvd.
 Markham, ON L3R 9W3

- 10 -

Paul Ahn P.Eng.
 Actg. Senior Manager,
 Infrastructure, Capital Delivery, Environmental Services
 Community Services Commission, City of Markham
 101 Town Centre Boulevard, Markham, ON L3R 9W3
 T: 905.415.7000 Ext. 7000 email: pahn@markham.ca

With copy to:

Jawaid Khan, M. Eng, P.Eng.,
 Actg. Manager,
 Infrastructure, Capital Delivery, Environmental Services Department
 Community Services Commission, City of Markham
 101 Town Center Blvd., Markham, Ontario L3R 9W3
 Phone 905-477-7000 Ext 2637 email: jkhan@markham.ca

Aaron Smith, P.Eng.
 Project Engineer,
 Infrastructure, Capital Delivery, Environmental Services,
 Community Services Commission, City of Markham
 101 Town Center Blvd., Markham, Ontario L3R 9W3
 Office: 905.477.7000 Ext.2495 Email: aasmith@markham.ca

Or to such other addresses as either party may designate by written notice to the other party.

18. COUNTERPARTS AND ELECTRONIC SIGNATURES

- 18.1 This Agreement may be executed in any number of counterparts, and by electronic means, each of which shall be deemed to be an original and will be effective when one or more counterparts have been signed by each of the parties to this Agreement and delivered to each of the parties.

19. SCHEDULES

- 19.1 Schedule A (The Watermain) and Schedule B (Issued for Tender Drawings) form part of this Agreement.

20. GENERAL

- 20.1 The headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of any provision of this Agreement.
- 20.2 Where the context permits or requires, the singular includes the plural and the plural includes the singular.
- 20.3 "Include", "includes", "including", and similar formulations, denote that the subsequent list is non-exhaustive.

- 11 -

- 20.4 A reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification, restatement, or re-enactment thereof, any legislative provision substituted therefor, and all regulations and statutory instruments issued thereunder or pursuant thereto.
- 20.5 Nothing contained in this Agreement shall be interpreted or deemed to fetter the legislative discretion of the Regional Council of the Region, its commissions, committees, boards, officers, officials, or employees, nor the City of Markham Council, its commissions, committees, boards, officers, officials, or employees.
- 20.6 Nothing contained in this Agreement shall be interpreted or deemed to fetter or limit the duties, rights, or responsibilities that the Region or the City may have as a municipal corporation in the Province of Ontario.
- 20.7 In cases where there is a discrepancy between the words and numerals, the words shall prevail.
- 20.8 In cases where there is a discrepancy between the Section number and Section name, the name shall prevail.

SIGNATURE PAGE FOLLOWS

- 12 -

This Agreement is effective on the date first stated above.

**THE CORPORATION OF THE CITY OF
MARKHAM**

Name: Frank Scarpitti
Title: Mayor

Name: Kimberley Kitteringham
Title: City Clerk

THE REGIONAL MUNICIPALITY OF YORK

Authorized by Bylaw 2023-31

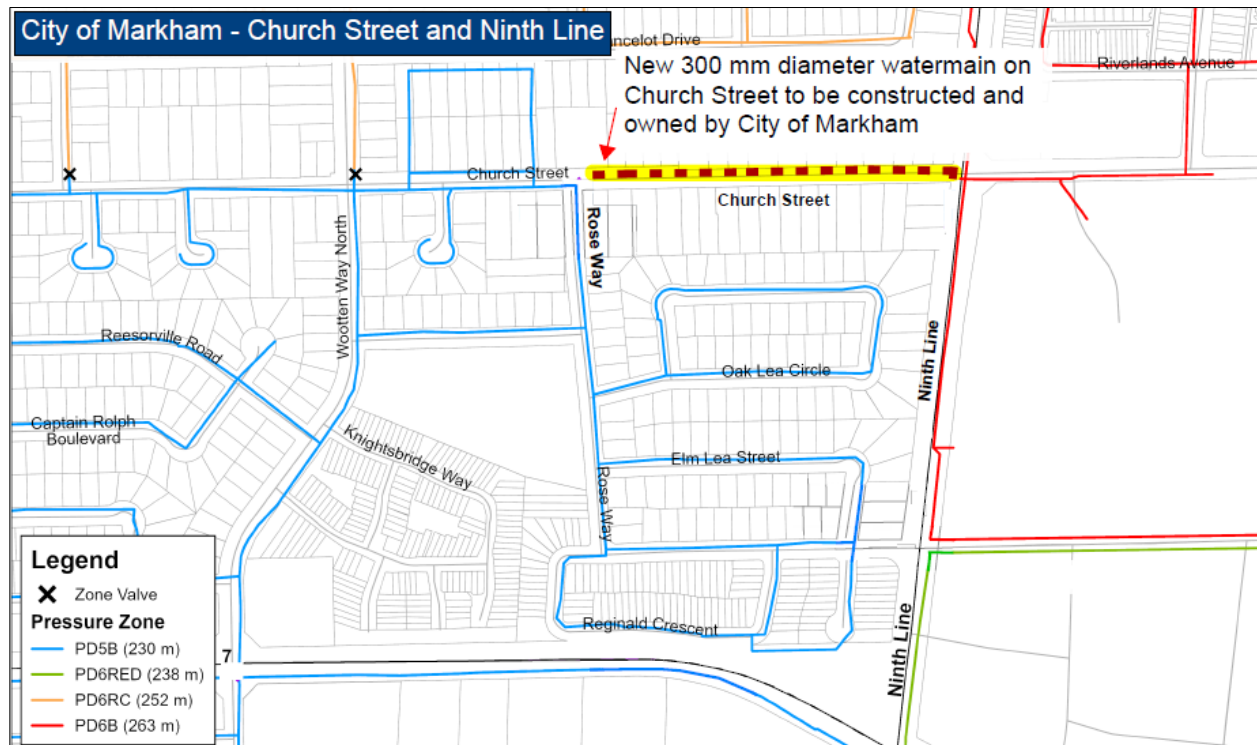
Approved as to form and legal content

Name:
Title:

Solicitor

SCHEDULE A

The Watermain



- 14 -

SCHEDULE B

Issued for Tender Drawings

(see attached)



BY-LAW 2025-59

A By-law to amend By-Law No. 2024-137, being a by-law to establish an Administrative Monetary Penalty System (AMPS) for contraventions of Designated By-laws in the City of Markham

WHEREAS Section 11 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended ("*Municipal Act*") provides that a municipality may pass by-laws respecting health, safety and well-being of persons and protection of persons and property, including consumer protection; and

WHEREAS Section 150 of the *Municipal Act* defines a business as any business, activity or undertaking wholly or partly carried on within the municipality even if the business is being carried on from a location outside the municipality; and

WHEREAS Section 151(1) of the *Municipal Act* provides that a municipality may provide for a system of licenses with respect to a business, as defined in section 150 of the *Municipal Act*, and may prohibit the carrying on or engaging in the business without a license, refuse to grant a license or revoke or suspend a license, impose conditions as a requirement of obtaining, holding, or renewing a license, and license, regulate or govern real and personal property used for a business and the persons carrying it on or engaged in it; and

WHEREAS Section 391(1) of the *Municipal Act* provides that a municipality may impose fees and charges on persons for services or activities provided or done by or on behalf of it; and

WHEREAS Section 434.1 of the *Municipal Act* provides that a municipality may require a person to pay an administrative penalty if the municipality is satisfied that a person has failed to comply with a by-law of the municipality passed under the *Municipal Act*; and

WHEREAS Section 434.2(1) of the *Municipal Act* provides that an administrative penalty imposed by a municipality on a person constitutes a debt of the person to the municipality.

NOW THEREFORE the Council of The Corporation of the City of Markham enacts as follows:

That the AMPS By-law 2024-137 be amended as follows:

- (1) That Schedule "B" Designated By-laws, **Appendix C14 – Road Occupancy By-law 2018-109** be updated to reflect additional items and fine amounts:

APPENDIX C14
ROAD OCCUPANCY BYLAW-2018-109

ITEM	SECTION	CONTRAVENTION SHORT FORM WORDING	AMPTIER 1	AMP TIER 2	AMP TIER 3
1	3.2	Undertake construction on land abutting a highway without a permit	\$600.00	\$900.00	\$1,200.00
2	3.4.1	Alter, obstruct, damage highway by depositing material	\$375.00	\$562.50	\$750.00
3	3.4.2	Alter, obstruct, damage highway by depositing snow/ice	\$375.00	\$562.50.00	\$750.00
4	4.1.1	Create vehicle or trailer access to property across the boulevard without a permit	\$500.00	\$750.00	\$1,000.00
5	4.1.3	Modify or cut a curb without a permit	\$500.00	\$750.00	\$1,000.00
6	4.1.3	Modify a ditch or culvert without a permit	\$500.00	\$750.00	\$1,000.00
7	4.1.3	Construct or widen a driveway apron crossing the boulevard greater than the allowable width of the curb or culvert without a permit	\$500.00	\$750.00	\$1,000.00
8	4.1.6	Encroachment on, over, along, across, under or in a boulevard or highway	\$750.00	\$1,125.00	\$1,500.00
9	7.1	Place, affix, maintain or operate device(s), banner or other facilities within a highway without a permit	\$500.00	\$750.00	\$1,000.00
10	12.1	Fail to comply with any provision of the Road Occupancy By-law	\$750.00	\$1,125.00	\$1,500.00
11	12.1	Fail to comply with a condition of a permit issued pursuant to the Road Occupancy By-law	\$500.00	\$750.00	\$1,000.00
12	13.2	Hinder or obstruct any person who is exercising their power under the Road Occupancy By-Law	\$750.00	\$1,000.00	\$1,500.00
13	14.2.2	Owner, fail to repair or clean up all contraventions identified on the Notice of Obstruction	\$500.00	\$750.00	\$1,000.00

14	14.2.2	Contractor, fail to repair or clean up all contraventions identified on the Notice of Obstruction	\$500.00	\$750.00	\$1,000.00
15	14.2.2	Permit Holder, fail to repair or clean up all contraventions identified on the Notice of Obstruction	\$500.00	\$750.00	\$1,000.00

READ A FIRST, SECOND, AND THIRD TIME AND PASSED ON THIS 7TH DAY OF AUGUST, 2025.

Kimberley Kitteringham
City Clerk

Frank Scarpitti
Mayor



By-law 2025-58

A By-law to confirm the proceedings of the Special Council Meeting held on August 7, 2025.

The Council of The Corporation of the City of Markham hereby enacts as follows:

1. That the action of the Special Council Meeting held on August 7, 2025 in respect to each motion, resolution and other action passed and taken by the Council at the said meeting is, except where prior approval of the Local Planning Appeal Tribunal is required, hereby adopted ratified and confirmed.
2. That the Mayor and the proper officers of the City are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required and to execute all documents as may be necessary in that behalf and the Clerk is hereby authorized and directed to affix The Corporate Seal to all such documents.

Read a first, second, and third time and passed August 7, 2025.

Kimberley Kitteringham
City Clerk

Frank Scarpitti
Mayor