

### TOWN OF RICHMOND HILL

BY-LAW NO. 961A

**A By-law to authorize an agreement with respect to the operation of a bus service and the granting of a franchise therefor.**

BE IT ENACTED by the Council of the Corporation of the Town of Richmond Hill:

1. That the agreement annexed hereto bearing date the 25th day of October 1960, and marked as Schedule "A" to and forming part of this by-law, be and the same is hereby approved and that the Mayor and Clerk be and they are hereby authorized to execute the same on behalf of the Town of Richmond Hill and to affix the Corporate Seal thereto.

2. This by-law shall not come into effect until it has received the assent of the electors of the Town of Richmond Hill.

PASSED at the Town of Richmond Hill this 31st day of October, 1960.

R. LYNETT Clerk K. W. TOMLIN Mayor

**SCHEDULE "A"**

THIS AGREEMENT made in duplicate this 25th day of October, 1960,

BETWEEN TRAILWAYS OF CANADA LIMITED hereinafter called the "Operator"

and THE CORPORATION OF THE TOWN OF RICHMOND HILL hereinafter called the "Town"

WHEREAS the Operator has agreed to operate a bus service in the Town of Richmond Hill upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein set forth, the parties hereto covenant and agree together as follows:

1. The Town hereby grants to the Operator the exclusive right to maintain and operate buses for the conveyance of passengers in the following defined areas of Richmond Hill, namely: Firstly, all that part of Richmond Hill lying east of Yonge Street and, secondly, all that part of Richmond Hill lying west of Yonge Street.

2. This agreement shall not affect a license granted under the Public Vehicles Act, or the operation of motor coaches, under an agreement made between the Township of Markham, the Township of Vaughan and the Town of Richmond Hill and the Toronto Transit Commission dated January 2nd, 1960, nor the operation of any motor bus operating under a separate agreement made between the owner or operator of such bus and a School Board for the conveyance of children to or from any school.

3. The Operator agrees to operate buses in a competent manner upon such routes in the Town of Richmond Hill and upon such schedules as to days and times of operation as shall from time to time be prescribed by resolution of the Council of the Town;

4. Subject to the provisions of Section 388 (i) 92 of the Municipal Act the Operator shall charge passengers the following fares, namely:

- Adults ..... 15c
- Children under 12 years ..... 10c

5. The Operator shall provide buses of modern type and design, subject to the approval of the Town, and capable of giving adequate and reasonable services.

6. The Operator shall have charge and be responsible for the operation of buses, the employment of competent drivers, the provision of equipment and the repair and maintenance of the buses and equipment.

7. The Town may, at its option, provide and sell to any person or corporation tokens or tickets which may be used for the equivalent cash fares and such used tokens or tickets shall be accounted for as between the Town and the Operator as a cash fare.

8. The Operator shall be entitled to retain for its own use any revenue obtained from commercial advertising on the buses.

9. The Operator agrees to give reasonable publicity to schedules of operation and any changes from time to time in such schedules.

10. The Operator shall, at its cost, print and distribute schedules and shall, in addition, at its cost supply to the Town, at its request, such number of time tables as may from time to time be requested by the Town but not more than 5,000 in one year.

11. The Town shall determine the number of buses which shall operate on normal schedules (herein referred to as "normal operations") and the number of buses which shall operate during rush hours (herein referred to as "rush hour buses") and the Operator shall furnish such number of buses for normal operation and rush hour service.

12. The fares when paid shall be deposited in sealed fare boxes. The Operator shall deliver such sealed fare boxes daily to the town offices at such time and to such person as the Council may prescribe.

13. The fares shall be counted daily by the person to whom such fare box is delivered or by such person as shall be delegated by him for such purpose and the Operator shall, if it so requests, be entitled to be present either in person or by its designated agent when the fares are counted, at such time as shall be fixed by Council.

14. The Town shall, at the end of each calendar month, make the calculation of the fares received for such calendar month and shall on or before the 15th day of the next month give to the Operator a statement of such fares received.

15. In the event that the amount of the fares contained in the fare boxes for the said month exceeds the allowance for miles travelled, the Town shall forthwith pay to the Operator the amount of the allowance for miles travelled together with one half of such excess amount and shall retain the other half of such excess amount for its own purposes.

16. In the event that the amount of the fares contained in the fare boxes for the said month is less than the amount of the allowance for miles travelled, the Town shall pay to the Operator the amount of the allowance for miles travelled.

17. Notwithstanding the provisions of Paragraph 15 the amount to be paid to the Operator for miles travelled in excess of the amount of fares collected shall be limited to the sum of \$6,000.00 for any period of one year calculated from the date of the commencement of this agreement or any anniversary thereof.

18. For the purpose of the preceding paragraphs the allowance for miles travelled shall be the amount calculated at the rate of 42c per mile for each mile travelled by a normal operation bus together with an amount calculated at the rate of 60c per mile for the operation of a rush hour bus within the limits of the approved route or upon such other rate per mile as may from time to time be agreed upon.

19. In making the said calculation, the Town shall give credit for any token or ticket contained in the fare box.

20. Any deficit in the operation of the said bus line paid by the Town to the Operator shall be raised and levied by a special rate levied upon all the rateable property in the Municipality.

21. The Operator shall file with the Clerk of the Town on or before the first day of June in each year, during the currency of this agreement, proof that the Operator has complied with all proper requirements as to insurance and without limiting the foregoing, shall insure in the amount of \$10,200,000.00 for public liability and \$5,000.00 for property damage and \$10,200,000.00 for passenger hazard.

22. The Operator agrees to defend, indemnify and save harmless the Town from all claims, actions or demands for alleged negligence in the operation of said buses.

23. The Town agrees to keep in repair, in a reasonable manner, all highways forming part of the various routes of bus operations.

24. The Town when requested by the Operator shall trim or cut limbs or branches of all trees over which it has jurisdiction growing in or near highways over which the buses are scheduled to operate so that the buses will not be scratched or damaged.

25. The Operator shall not itself, or through any Company or Corporation which it directly or indirectly controls or to which it has any financial interest, operate any motor vehicle, motor coach or service so as to compete with the motor bus operation authorized under this agreement.

26. In the event that a party of this agreement shall make default in the performance of any term of the agreement, the other party may give a notice to the party in default requiring such party in default to remedy such default within a period of 30 days and if such default should continue after such period of 30 days, the party not in default may terminate the agreement by giving to the other party a notice to such effect.

27. This agreement shall come into effect on the first day of 1961, and shall expire on the 31st day of December, 1965.

IN WITNESS WHEREOF the parties of the First and Second Part have hereunto affixed their Corporate Seals duly attested by the hands of their proper Officers in that behalf duly authorized.

TRAILWAYS OF CANADA LIMITED

L. J. Needler

THE CORPORATION OF THE TOWN OF RICHMOND HILL

K. W. Tomlin, Mayor

R. Lynett, Clerk

TOWN OF RICHMOND HILL

Question to be submitted to a vote of the electors of the Town of Richmond Hill.

"Are you in favour of the Town of Richmond Hill entering into an agreement with Trailways of Canada Limited in accordance with the provisions of By-law No. 961A and the terms and conditions of the agreement referred to therein?"

I, Russell Lynett, Clerk of the Town of Richmond Hill do hereby certify that the above is a true copy of By-law No. 961A of the Town of Richmond Hill passed by Council on the 31st day of October, 1960, and also a true copy of the question to be submitted to the electors at the Municipal election to be held on Saturday, December 10th, 1960 from 9:00 A.M. until 6:00 P.M.

R. LYNETT, Clerk

### Public School Bd. 1961 Estimate

# May Extend Sick Leave Pay To Richmond Hill Non-Teaching Staff

## Business Administrator Planned For New Year

Richmond Hill Public School Board will inform Town Council the estimated costs for operating the public schools in 1961 will be \$860,000, including debenture payments. This figure will be decreased by any surplus in provincial grant and by that portion of expenses allocated to Markham and Vaughan townships which at present are all unknown factors.

Included in this estimate is a \$30,000.00 increase in salaries for one hundred teachers at \$300.00 each. An increase of \$10,000.00 in administration expenses for an anticipated newly created post of Business Administrator; \$10,000.00 for extra teachers. Operating costs for 1961 are estimated at \$697,751.00; debenture costs at \$147,498. Total cost \$845,000.00, contingency \$13,455.00, total \$860,000.00. Receipts for 1960 are estimated at \$824,029.29 with expenditures at \$803,021.06, leaving an estimated balance of \$21,008.23.

#### No More Unsupervised Playing

The board decided on motion of Trustee Virginia Sully, seconded by Trustee Harold Sanderson, to put up signs prohibiting unsupervised playing on the tarmac at Crosby Acres School. This was due to the damage done by boys with hockey sticks and pucks. Damage was also caused at Beverley Acres School where glass in the gym was broken. Trustee Sanderson feared it was coming to the place where school property would have to be put under responsible supervision by the town recreation committee, or the playgrounds locked up.

#### Can. Bureau of Music

A letter received from the Canadian Bureau for the Advancement of Music indicated its surprise that the Richmond Hill board objected to six pupils who have graduated into high school, coming back to continue their classes under the Bureau, whose music classes are conducted in some of the local public schools. The Bureau said it never encountered such objections before from any school board.

#### Sick-Leave

Trustee Mrs. Irene Worrell of the Personnel Committee reported

that as far north as Richmond Hill it was the policy that all the non-teaching staff be permitted two days off per month as compassionate leave. (24 days per year.)

"That's a big sick leave," commented Chairman L. D. Clement. "If you made it twenty days, that would be the same as teachers. This is very generous compared to people in other jobs."

Trustees Mrs. Worrell and Mrs. Sully made the motion that the board allow two days per working month sick leave for the permanent staff.

Trustee Sanderson asked "What about the carry forward on sick leave?"

"The teachers have up to 200 days," said Trustee Mrs. Worrell.

Trustee Sanderson and Mrs. Worrell then made an amendment that the personnel committee prepare a sick leave plan and bring it back to the board. This carried.

Two cases of compassionate leave for teachers were considered. In one case leave was granted for five days with pay; for additional time the cost of the supply teacher will be deducted from the teacher's salary.

A case involving pregnancy leave was left for further discussion "in camera." While some of the board look with disfavour on the disruption of an elementary class by prolonged absence of a teacher, the Women's Teachers Federation does not agree a contract should be terminated because of pregnancy.

#### Attend META

The board was represented at a recent meeting of the Metropolitan Educational Television Association of Toronto, at Northview Heights Collegiate Institute, by Trustee Mrs. Virginia Sully, Principal Newman, and Superintendent Gordon McIntyre.

The School Educational Television Committee of M.E.T.A. is considering the use of a course entitled "Parlons Français" for elementary school level French language instruction. The course consists of 26 lessons for teacher education and 26 lessons for student viewing. The purpose of

the meeting was to obtain the reaction of teachers, administrative officers and school board members to this type of instruction. It was pointed out in Superintendent McIntyre's report that "There was no discussion at this meeting of the basic problem to be solved by a school system which is considering the introduction of the teaching of a second language into the elementary school."

Total attendance at the public school, was 94.6% in October. Enrollment figures totaled 3,258 pupils. There were 19 admissions to MacKillop School and 3 transfers; at Walter Scott School there were 15 admissions and 17 transfers. At Crosby School 20 transferred, 3 were admitted; at Beverley Acres 12 transferred, 7 were admitted, Pleasantville had 4 admissions, 3 transfers, and McConghly, 6 admissions and three transfers.

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One 1960 Dodge V8 Automatic, two-door sedan  
 One 1958 Chevrolet 6 cylinder standard sedan.

May be seen for inspection at the Municipal Hall, Richmond Hill

Lowest or any tender not necessarily accepted.

**R. P. Robbins,**  
 Chief of Police

### Municipal Board Hearing—

## No Opposition To Vaughan \$149,000.00 Paving Project

A major item of business facing the new Vaughan Township Council next year will be the proposed \$149,000.00 paving project in Thornhill. This project is designed to better the thoroughfares between Langstaff Sideroad and Maple Sideroad between Concessions 1 and 2 and from No. 7 Highway to Hayhoe Ave. between Concessions 6 and 7. The first will cost \$103,000.00 and the second \$46,000.00.

Commissioner Roy Kennedy, of the Ontario Municipal Board, last Friday morning heard an application by the township for authority to dispense with a vote of the electors with respect to the paving jobs. The hearing took place at the Vaughan Municipal Building and there were no objectors present. Appearing for Vaughan were the Engineer, Keith Hopper and Solicitor Tom Fraser.

The township spokesmen said that the two travel lanes are subject to heavy traffic daily which constantly disturbs the gravel, making normal maintenance a heavy expense as well as a steady nuisance. It is proposed to widen the roads to provide a proper base for paving as soon as ground and weather conditions will permit next year, and to undertake needed drainage and regrading work in the road areas.

Cost of this project was not provided for in the current financial estimates and normally would require the consent of the electors under Section 300 of the Municipal Act, unless the board felt that waiving the vote is justified.

Half the \$149,000.00 outlay will be returned to the township in the form of subsidies from the provincial government. The balance, just under \$75,000.00, would be debentured over 10 years. In round figures, counting interest, the Thornhill paving as envisaged will cost the township ratepayers about \$10,000.00 per year for 10 years.

The board's decision will be handed down in due course.

**BRADFORD** — The historic two-storey log cabin on Federal Farm Rd. burned to the ground on November 21. The last local landmark, it was 160 years old.

**NEWMARKET** — The local Library's regular stock of 3,000 books for children has been augmented by purchases of a number of new editions.

**NEWMARKET** — The latest addition to Newmarket's growing list of industries is Line and Cable Accessories Limited on Charles Street. It employs 150.

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