Thistletown: An Example of Federal-Provincial Partnership in Land Development

Barbara Bence

Follow this and additional works at: http://digitalcommons.osgoode.yorku.ca/ohlj

Citation Information
http://digitalcommons.osgoode.yorku.ca/ohlj/vol9/iss2/3

This Article is brought to you for free and open access by the Journals at Osgoode Digital Commons. It has been accepted for inclusion in Osgoode Hall Law Journal by an authorized editor of Osgoode Digital Commons.
THISTLETOWN: AN EXAMPLE OF FEDERAL-PROVINCIAL PARTNERSHIP IN LAND DEVELOPMENT

BARBARA BENCE*

The federal-provincial instrumentality of joint participation in the acquisition and development of land for housing purposes, established under s. 35 of the National Housing Act (1949),1 has been employed in a number of metropolitan areas including Lawrence Heights, York University and Edgeley developments in North York, Stableford Farms and Malvern in Scarborough, and Thistletown in Etobicoke. The purpose of this paper is to analyze the evolution of the Thistletown development from the raw land stage to an "integrated" community, with reference to the legislative, administrative and political framework of the participating levels of government. The social and economic efficacy of partnership land assembly arrangements will be considered only tangentially.

In order to understand the inter-governmental conflict and tripartite negotiation which characterized the Thistletown project, a brief legal-historical overview of the planning and housing legislation in Canada must be considered. Constitutionally, the legislative responsibility for "property and civil rights" is vested in the provinces under s. 92(13) of the British North America Act but "on the whole, provincial governments have been willing to leave to the Federal Parliament the problem of providing a housing supply which is socially acceptable and to the municipal government the responsibility of determining the physical limits to which housing should be subject."2 The federal government, through a series of National Housing Acts, has provided a financial incentive for provinces to assume an aggressive role in land acquisition and housing construction. The initial relevant legislation was the 1949 amendment to the National Housing Act which inaugurated a land assembly and housing program to be financed at a 75/25 federal-provincial cost sharing ratio. "It was made clear... that federal-provincial agreements envisaged in this amendment to the act, depended upon local initiative. The amount of financial responsibility placed upon local governments was a matter for the provincial governments, after they chose to participate in the newly conceived federal-provincial partnership."3

1 National Housing Act, R.S.C. 1949, c. 30, s. 35.
2 A. Wilson, Canadian Housing Legislation (1958-59), I-II Canadian Public Administration, 214.
3 Albert Rose, Canadian Housing Policies, Background paper prepared for the Canadian Conference on Housing (October 20-23, 1968), 11.

*Member of the 1971 graduating class of Osgoode Hall Law School.
ing. Central Mortgage and Housing Corporation, the federal housing agency, was given specific power to undertake projects with the provinces or provincial agencies pursuant to agreements between the Government of Canada and the provincial government.

The next pertinent federal legislation was the 1964 National Housing Act, which authorized 90% loans to provinces (and municipalities) for public housing purposes, including construction and acquisition and a 50% share of rental subsidies on the philosophy that,

public housing ought to be regarded as an inherent part of the planning and building of the whole community; the density and character of housing for low income people ought to be integrally related to a municipality's open spaces and community centres in both new suburbs and urban renewal. Consequently, the whole responsibility for ownership, physical development and operation ought to be placed with a municipality or its housing agency and the loan provision (s. 35D) was intended to have this effect.\(^5\)

Provincial enactments relevant to this study include the Housing Development Act, wherein the Crown, in right of Ontario, was empowered to enter agreements with the Government of Canada “respecting joint projects as contemplated in s. 36 of the National Housing Act (1954)”,\(^6\) and the Planning Act,\(^7\) designed to facilitate municipal action in area development through planning and zoning powers. A Housing Branch was formed in the then Department of Planning and Development as the vehicle to co-ordinate federal-provincial-municipal housing and land assembly programs. Housing Authorities to manage and administer local housing projects could be established by the Lieutenant-Governor-in-Council under s. 6(2) of the Housing Development Act.\(^8\) The functions of these authorities were usurped in November, 1964 by the then newly created Ontario Housing Corporation.

Traditionally, housing and land use planning are municipal functions, and the federal and provincial legislative enactments in these areas were designed primarily to relieve the financial constraints confronting municipalities when developing and servicing residential land. Because of the financial ramifications of providing physical and community services (i.e. welfare and education) in suburban areas, most municipalities are loath to encourage residential housing, particularly low rental accommodation without a corresponding increase of industrial development. The pernicious effect of municipal reliance on a land tax as the main source of income is, in the words of one commentator, to push “municipal governments into a ruthless competitive scramble for those ‘assessments’ which produce high income and require few expenses — commerce, industry and apartments for wealthy bachelor and childless couples — and into equally ruthless measures to exclude families with a small income and a large number of children.”\(^9\) An attempt was made to

\(^4\) Central Mortgage and Housing Corporation Act, R.S.C. 1952, c. 46.
\(^6\) Housing Development Act, R.S.O. 1960, c. 182, s. 6(1).
\(^7\) Planning Act, R.S.O. 1960, c. 296.
\(^8\) Housing Development Act, R.S.O. 1960, c. 182, s. 6(2).
balance the physical and economic needs and resources of the central city and surrounding municipalities by the establishment of a metropolitan government in Toronto in 1953. Responsibility for planning and public housing was divided between the Metro government and area municipalities and Metro was authorized to share or contribute to municipal housing costs.

In assessing the success of public housing programs in Metro, the Royal Commission on Metropolitan Toronto stated that,

the lack of progress in public housing in the Toronto area should not be attributed solely to the metropolitan government. The situation has been substantially beyond its control. The multiplicity of authorities concerned in housing involves agreements between four governments and complicated administrative techniques. . . . A project must be initiated by a municipality or receive its approval if it is to be located within its boundaries. But the area municipalities with available land have been reluctant to accept public housing because of fear of its effects on municipal land and school costs and on the values of existing residential properties and, generally, because of the opposition of local residents to public housing in their neighbourhood.10

Within this framework, the land assembly project in Thistletown was launched on January 15, 1954 with the signing of a Land Acquisition and Holding Agreement by the Federal Minister of Public Works, the Provincial Minister of Planning and Development and the President of Central Mortgage and Housing Corporation. The land acquired was primarily agricultural and the bulk of it was purchased by the provincial Housing Branch in March, 1954, at an average price of $1700 per acre.11 The total acquisition at this time was 484 acres and title to the land was vested in Central Mortgage and Housing Corporation.12 There is little agreement as to the purpose of acquiring land through this device and various theories have been forwarded, including the notion that Partnership agreements are “designed to make reasonably-priced serviced lots available in areas where a shortage of building sites was limiting residential construction.”13 Blumenfeld commented that Partnership land assembly schemes “originated for the different and questionable purpose of selling land below market value to private house builders”14 and although this may have been one result of the goal, to provide housing at a reasonable cost, it cannot seriously be considered the objective of the Partnership arrangement. The former Minister of Labour, John Nicholson, suggested that the “primary emphasis (of Partnership arrangements) should be on the quality of community design rather than on the idea of a program large enough to affect the market price of land.”15 In the case of the Thistletown acquisition, it has been postulated that “the original decision to buy the land in 1954 had been

10 Report of the Royal Commission on Metropolitan Toronto (Toronto 1965), 53.
12 National Housing Act, S.C. 1953-54, c. 23, s. 37(4).
13 Report of the Task Force on Housing and Urban Development (Ottawa, 1969), 5. (Serviced land may be scarce in some communities if local developers lack the initiative or financial resources to assemble land.)
14 Blumenfeld, (1969), supra note 9 at 182.
largely influenced by the fact that possible sites for public housing in Metropolitan Toronto were already very scarce and very expensive . . . so it was always contemplated that some of the land would be used for public housing." The Thistletown project attempted to combine these three objectives.

Prior to the initiation of development plans, the land was leased at a nominal rent to farmers and the Partnership paid a minimal payment in lieu of taxes based on agricultural assessment. Although the Partnership took the position that no tax need be paid, based on s. 125 of the British North America Act, the municipality exacted an agreement whereby the Partnership would pay an amount of $6.00 per acre prior to development.

The first positive step undertaken by the Partnership to prepare the land for subdivision was in 1961 when the architectural services of J.A. Murray and Henry Fleiss were retained to develop a conceptual plan for the entire holdings and a detailed plan for the development of the first phase, consisting of approximately 275 acres on the east side of Martingrove Road and flanked by Albion Road, Kipling Avenue and the west branch of the Humber River. Simultaneously, an engineering survey on which servicing costs were estimated was undertaken. It was on the basis of these estimates that monies were appropriated by the provincial and federal Treasury Boards to proceed with the development.

At this time, there was in existence an official plan for the township of Etobicoke which divided the planning district of Thistletown into three communities, including an 800 acre tract which was already substantially developed by private interests, a 420 acre undeveloped area held by private entrepreneurs and the 500 acre Partnership lands. Official Plan Amendment 143 formed the foundation for the development of the latter two communities, establishing a Restricted Area Bylaw (agricultural zone) which could be amended to the appropriate zoning classification following approval of the draft plans of proposed subdivision by the Etobicoke Council if the subdivision plans conformed to the principles of development policies and proposed land uses outlined in the Amendment. The Amendment provided that the land within the Partnership community should be classified at a density range of up to 15 dwelling units per acre for single family dwellings, except for 15 acres on the south side of Albion Road between Martingrove Road and H.E.P.C. transmission line right-of-way, and 120 acres of land oriented towards open spaces and activity areas (schools, commercial sites, etc.) which should be classified at a density range of 16 to 20 dwelling units per acre for multi-family and apartment buildings. A flexible provision was included in the Amendment in that "public open space, institutional and utility uses shall be deemed to be a part of this plan when specific sites have been determined."

Using the Official Plan as a guide, the Partnership architectural consultants devised a development scheme incorporating public and private rental and  

wholly-owned housing within the context of the Partnership goal of achieving an 'integrated' community. The proposal provided for the following land use distribution:

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Acres</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Housing</td>
<td>72.6</td>
<td>15.0</td>
</tr>
<tr>
<td>Private Housing (land assembly)</td>
<td>145.8</td>
<td>30.1</td>
</tr>
<tr>
<td>Private Rental</td>
<td>16.0</td>
<td>3.3</td>
</tr>
<tr>
<td>Senior Citizens</td>
<td>6.0</td>
<td>1.2</td>
</tr>
<tr>
<td><strong>Total Residential</strong></td>
<td>240.4</td>
<td>49.6</td>
</tr>
<tr>
<td>Shopping Centre</td>
<td>5.0</td>
<td>1.0</td>
</tr>
<tr>
<td>Schools</td>
<td>40.8</td>
<td>8.4</td>
</tr>
<tr>
<td>Clinic and Nursery</td>
<td>0.4</td>
<td>0.1</td>
</tr>
<tr>
<td>Churches</td>
<td>6.0</td>
<td>1.2</td>
</tr>
<tr>
<td>Other Institutional</td>
<td>10.7</td>
<td>2.2</td>
</tr>
<tr>
<td><strong>Total Institutional</strong></td>
<td>57.9</td>
<td>12.9</td>
</tr>
<tr>
<td>Public Open Spaces</td>
<td>23.4</td>
<td>4.8</td>
</tr>
<tr>
<td>Valleyland</td>
<td>74.0</td>
<td>15.3</td>
</tr>
<tr>
<td><strong>Total Open Space</strong></td>
<td>97.4</td>
<td>20.1</td>
</tr>
<tr>
<td>Unassigned Road Areas</td>
<td>13.1</td>
<td>2.7</td>
</tr>
<tr>
<td>Hydro Right-of-way</td>
<td>13.9</td>
<td>2.9</td>
</tr>
<tr>
<td>Industry</td>
<td>56.3</td>
<td>11.6</td>
</tr>
<tr>
<td><strong>Total Project Area</strong></td>
<td>484.0</td>
<td></td>
</tr>
</tbody>
</table>

Initially, the scheme was perceived as "an excellent example of farsighted public enterprise, [the end result of which will be] a model of integrated community planning."\textsuperscript{17} Etobicoke adopted the principle of the scheme as its Centennial project and the Reeve of Etobicoke proclaimed,

In 1967 our work will be dedicated not only to 1200 households whose rent we will subsidize but to the 3200 families who will live in a complete environment, with a sense of community, and with full awareness of the dignity of the human being.\textsuperscript{18}

Unfortunately, these platitudes soon gave way to political realities and the next two years were characterized by inter-government conflict over the development plans. In Partnership land assembly projects, the federal and provincial agencies perceived themselves as land developers in the same capacity as a private developer. They were subject to the same myriad administrative procedures as a private developer but because their motive — an adequate supply of good housing at reasonable cost — was not as blatant as the profit motive of private industry, the Partnership was deemed by the municipality to be a benevolent developer. Furthermore, at all levels of government, politicians and planners had emphasized the need to co-ordinate and de-compartmentalize housing responsibilities in an effort to achieve the national goal of "decent, safe and sanitary housing for all Canadians." Thus, the Partnership instrumentality was more susceptible to municipal demands since opposition to local pressures was

\textsuperscript{17} Id. at 4.
\textsuperscript{18} Address by Reeve H.O. Waffle to the 25th annual conference, Canadian Federation of Mayors and Municipalities, Winnipeg, Manitoba, June 11-15, 1962.
easily interpreted as defying the stated goal of providing adequate housing accommodation. In a politically sensitive area, the senior governments could not afford accusations of being hypocritical.

Clearly, there was a conflict of interests between the governments’ housing roles and their responsibilities. A municipality needs commercial and industrial development as a source of financial input to offset the costs of local services in residential areas, yet the federal legislation does not make provision for land assembly for commercial purposes. A municipality needs land for community services such as libraries, community centres, parks, etc., yet non-residential land use is beyond the constitutional purview of the federal government and, to some extent, beyond the interest of the provincial housing agency. “They [the Partnership] have to bear in mind that the prime reason for the project is to provide lots for sale to prospective homeowners at low cost and if too much of the land is alienated for non-residential purposes, the cost of the lots becomes disproportionately high.”

Under the Planning Act, the Minister of Municipal Affairs has exclusive control over subdivision approval and he has a permissive power, not a mandatory duty, to confer with officials of municipalities and departments of the public service who are likely to be concerned with the plan. Under s. 28(4) the Minister is given a number of guidelines to assist in his decision, including “whether the proposed subdivision is premature or necessary in the public interest”, “the adequacy of utilities and municipal services”, and “the adequacy of school sites”. These considerations require communication with the municipalities and, as a matter of expediency, most subdivision draft plans are submitted to the municipal planning department for consideration by the planning board and council before being sent to the Minister for approval. In the Thistletown development, rezoning of the area was contingent on the approval of the draft plans of subdivision by the Etobicoke Council in accordance with Official Plan Amendment 143. However, because of the provincial government’s plenary power in “property and civil rights” it need not await municipal sanction to effectuate developmental plans.

One of the most important considerations in subdivision development is the servicing of the land and the allocation of the servicing costs. Historically, municipalities have installed services for raw land but another trend has been to include in the development agreement a term requiring the developer to service the lots, in which event “he will pass the whole of the cost (but not the risk) on to his purchasers. . . . But the purchasers are clearly not the sole beneficiaries of

---


20 Interdepartmental memo, G.G. Muirhead, Director of Planning, Township of Etobicoke, to Ian Thomson, Recreation Director, May 9, 1963, Etobicoke Planning Department files.

21 Planning Act, R.S.O. 1960, c. 296, s. 29(3). It was recommended by the Ontario Law Reform Commission on Community Planning and Land Use Controls that “where there is an official plan in effect, and that plan deals, to the Minister's satisfaction, with development policy, and he is satisfied that the local council has the necessary professional staff, the Minister be authorized under s. 28 of the Planning Act to delegate this power to the council of the municipality (subject to appeal to the Minister),” 29th Tentative Proposal, at 69.
streets, not to mention schools". This term may be included at the instigation of the municipality and often forms a condition of ministerial approval. The municipality is given authority to enter into agreements with the developer pursuant to the conditions imposed by the Minister. The result of the legal and administrative prerequisites for subdivision approval has been that "ministerial discretion, rather than constituting a means of detailed provincial supervision, has meant that municipalities can enter into a broad range of agreements at their discretion with full legal support of the Province." Approval of the subdivision plan in the first phase of Thistletown by the Minister of Municipal Affairs was delayed until the conflict between the Partnership and the municipality was resolved, although it is suggested that the Minister could have approved the plan had he deemed it necessary in the public interest without waiting for the endorsement by the municipality.

Several factors gave rise to the ensuing conflict between the township and the Partnership regarding the development of Thistletown, including the urgent need for serviced land in Metropolitan Toronto, government recognition of its housing responsibilities yet inadequate machinery to effectuate (or even identify) housing objectives, the customary allocation of costs of services, and a plethora of legal and administrative procedures which shrouded all land development schemes. But perhaps the most important factor, albeit incapable of documentation, was the dichotomy between the social and political philosophies of the people engaged in the negotiations. Whereas Reeve Waffle was motivated to claim Thistletown as a centennial project, Reeve McBeth (1962-66) was at best suspicious of the plan and usually obstreperous and unco-operative in its development. The first intimation of McBeth's posture in relation to the project came on June 5, 1962 when his was the only dissenting vote in a Planning Board recommendation to approve in principle the plan prepared by the Partnership.

The Planning Board's assessment of the project included the following observations:

1. the allocation of three public school sites was more flexible than the traditional 250 acre: one school neighbourhood standard previously applied in Etobicoke;


Also discussed in the Report of the Ontario Committee on Taxation, 1967, at 309, and Ontario Law Reform Committee on Community Planning and Land Use Control, Tentative Proposal 85.

This observation is particularly interesting in the consideration of government sponsored housing and land development schemes since the impetus for public action is provided by the need for accommodation at a realistic cost to those persons unable to exert an effective demand in the private housing market. However, with the exception of subsidized housing units, the costs of development are passed on to the purchasers in the specific area even though the services for which those purchasers are paying are utilized by people in the wider community. The provision of schools in the Thistletown area should be cited by way of illustration—the school sites provided by the Partnership serve an adjacent private development, yet the cost of providing the land for school purposes was apportioned over the lots in the Partnership holdings.

23 Planning Act, R.S.O. 1960, c. 296, s. 28(7).


25 Alderman May Robinson at one point in the negotiations declared that the only way the project would materialize was if Reeve McBeth were chloroformed. (Toronto Star, August 29, 1963).
2. the acreage allocated for parkland was adequate for the development;
3. additional valleyland acreage should be acquired by the Partnership to be conveyed to Metropolitan and Regional Conservation Authority in addition to the 74 acres held by the Partnership; (subsequently the Partnership purchased 17 acres of this land);
4. institutional accommodation and sites were in conformity with the Official Plan;
5. the five public housing sites were well distributed throughout the community and well-related to open spaces, schools, shopping and other residential areas;
6. the disposal of private rental housing units (16 acres) tended to support the social integration of the community. (The plan recommended development for these sites at a density of 21-34 dwelling units per acre, but the Planning Board suggested that the density range be kept to 16-20 in conformity with the Official Plan);
7. privately owned residential sites comprising 103.8 net acres should not be disposed of by the "land assembly" method (presumably the traditional 'first come, first served' criterion).

In summation, the Planning Board noted that "architecturally the plan is extraordinarily well-conceived, with attractive street signs, and internal areas of exceptional aesthetic appeal. . . . Similarly the social integration appears to be a very successful combination of public and private, rental and privately owned housing whose occupants share institutional buildings and common areas with others, not only from the Thistletown district but all of Etobicoke."\(^{20}\) Although it was recommended that the road pattern be modified in order to facilitate the development and future maintenance of the sanitary drainage system, there was no suggestion that the land use distribution was dysfunctional in terms of physical and social community needs.

The development plan envisaged a two-staged program. Phase I was to comprise: 573 housing units; 277 fully serviced lots for private housing; a senior citizen apartment project (to be sold at cost to Metro and administered by the Metropolitan Toronto Housing Company Ltd); Warrendale school; 10 acres of institutional use (community centre, fire hall, etc.); a neighbourhood shopping centre; three school sites; 49 acres of public open space; and 445 private rental units. A resolution of the Planning Board, dated January 22, 1963, recommended that the draft plan of subdivision of Phase I be approved and forwarded to Council with the request that Council approve and release the plan to the Minister of Municipal Affairs. Council, however, rejected the Planning Board recommendation and the next fifteen months was a period of tireless negotiations between Council members, city officials and Partnership representatives with regard to the industrial land and the price of institutional lands, including location and price of a hospital site. Obstacles subsequently introduced by the municipality were phasing requirements and disposal practices.

---

In the interests of simplicity and comprehension, it would be desirable to discuss the land assembly project in the context of the two proposed plans of subdivision (later, three plans were used) and the public housing project as discrete transactions. But, although administratively they can be separated, practically they were intertwined. Although the approval was required for Phase I lands only, lands owned by the Partnership in the Phase II area were the subject of bartering by the Partnership and the municipality. Furthermore, the public housing scheme had yet to be sanctioned, but the effect of a low-rental project was being anticipated by the municipality and many of its demands were motivated by its unwillingness to receive and be responsible for the social costs of public housing tenants. Clearly, the position taken by Council was that if public housing was to be imposed by the senior levels of government, the municipality should exact as many benefits and concessions from the Partnership as politically and economically feasible. The bargaining process in these negotiations could in itself be the subject of a study in power relationships since the Partnership legally could impose the plan on the municipality and yet it chose to negotiate, acquiesce to and, only occasionally, challenge the municipal demands. The reason lies partly in the fact that the Partnership cast itself in a role analogous to that of a private developer vis-à-vis the municipality and partly in the fact that in an era characterized by cries of "co-operative federalism" and pervasive government concern in social welfare programs, it was felt that to impose unilaterally a plan without local sanction would not only alienate the Township of Etobicoke but would jeopardize future housing projects in Ontario requiring municipal co-operation.

Few demands and conflict resolutions were documented; most were handled informally by the Housing Branch and the Municipal Council. However, one of the longest and most bitter controversies was that pertaining to the price of institutional land to be conveyed to the municipality for community facilities. The federal legislation did not permit the development of land under the Partnership arrangement for purposes other than housing, so it was evident that a portion of the lands acquired under s. 35A would have to be sold to the appropriate agency for the construction of recreational and social amenities. The site of the land was agreed upon (10 acres bordering on Albion Road) but the Partnership was willing to sell the land at $4500 per acre and the municipality was willing to purchase the land at $1700 per acre (the original purchase price). The Reeve of Etobicoke insisted that "the federal government has been very difficult to deal with on this project... [and] refused to recognize a verbal agreement that the land required for township purposes was to be turned over to Etobicoke at its original cost price."\(^27\) By December, 1963, no agreement had been reached and the Deputy Minister of Municipal Affairs suggested that the dispute might have to be settled by arbitration imposed by the Ontario Municipal Board.\(^28\) Eventually a compromise was proposed and accepted at a meeting on February 3, 1964, attended by representatives of the provincial government, including the Minister of Economics and Development and the Minister of

\(^27\) *Globe and Mail*, July 9, 1963.

\(^28\) *Globe and Mail*, December 24, 1963. An application could have been made under s. 34(1) or s. 28(7) of the Planning Act for scrutiny by the Ontario Municipal Board and this would have had the salutary effect of removing the dispute from the sensitive political battlegrounds.
Municipal Affairs, and the Etobicoke Board of Control. It was agreed that the 10.7 acres needed by the municipality would be sold at the raw land book value of $3911.75 per acre and the Partnership would not be obliged to service the land. The municipality insisted that no restrictive covenants be attached in the deed, whereas the Partnership, not quite confident that the land would be used solely for community facilities, sought to include a covenant restricting the use to municipal purposes so as to preclude either a subsequent conveyance or lease to a commercial company. A restrictive covenant was agreed upon.

In addition to land for recreational and other township purposes, Etobicoke also requested a 10 acre site for a proposed hospital not envisaged under the Partnership plan. Again, the dispute arose, not over whether such a facility was needed, but over the price the township would pay for the land. It was agreed that a 10 acre undetermined site in Phase II lands would be offered to the township at its raw land book value at the time of the sale. The meaning of "raw land book value" was disputed by the Minister of Economics and Development, who insisted it was based on net acreage after planning and preparatory costs and the Reeve of Etobicoke who suggested it meant value based on the acreage of the land in its agricultural state. Eventually, 15 acres of land for a hospital were sold at $4000 per acre plus an additional 10 acres which were sold at $10,000 per acre.

A future concern of the municipality was the development of industrial land in the vicinity to increase the tax revenue and offset part of the cost of residential demands. With this objective in mind, the municipality requested that 50 acres of industrial land abutting Highway 27 be offered for sale by public tender concurrently with the first tender call by the Partnership for the construction of the public housing units. It was agreed that the land would be sold at a reserve price of not less than $6000 per acre and that immediate development would constitute a condition of sale. Ultimately, this land, unserviced, was sold to the municipality at $10,000 per acre.

By December, 1963, the municipal council was coming under public attack in newspaper editorials as lacking a social conscience and being devoid of Metro community responsibility. To buttress its position, the Council, on December 16, referred the scheme for a special study to the Committee of the Whole with instructions to pay particular attention to projected education and welfare costs which would result as a direct consequence of the development. The Etobicoke Board of Education estimated that construction costs of three schools in Phase I, based on a calculation of .9 children per unit and 1716 units, would amount to $5,652,000. (Approval of a municipality's capital program was required by the Metropolitan Toronto School Board, Metro Council and the Ontario Municipal Board and was dependent upon the ability of the municipality to raise the funds based on a debenture formula.)
The welfare costs to the municipality of Phase I were anticipated to be $35,200 based on the following calculations (the experience in the Scarlettwood Public Housing Project in Etobicoke was used as a guide):

<table>
<thead>
<tr>
<th>Public Housing</th>
<th>Total Expenditure</th>
<th>Rebates (from prov. gov't)</th>
<th>Net Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>General welfare assistance</td>
<td>$120,000</td>
<td>$120,000</td>
<td>Nil</td>
</tr>
<tr>
<td>Homemaker and nurses services</td>
<td>5,400</td>
<td>2,700</td>
<td>$2,700</td>
</tr>
<tr>
<td>Special services (dental care, drugs)</td>
<td>9,000</td>
<td>Nil</td>
<td>9,900</td>
</tr>
<tr>
<td></td>
<td>134,400</td>
<td>122,700</td>
<td>11,700</td>
</tr>
</tbody>
</table>

| Elderly Persons' Housing                            |                   |                             |          |
| Supplementary assistance                            | 9,000             | 9,000                       | Nil      |
| Other services                                      | 1,500             | Nil                         | 1,500    |
|                                                    | 10,500            | 9,000                       | 1,500    |

| Administrative Costs                                 |                   |                             |          |
| Staff and accommodation                             |                   |                             |          |
| Total cost to township                               |                   |                             | $35,200  |

Other factors which concerned the municipality were:

1. need for a comprehensive schedule co-ordinating completion of the development in an orderly and progressive fashion, e.g. shopping facilities, schools, churches, institutional buildings;
2. immediate need for recreational facilities;
3. lack of adequate public transportation;
4. high concentration of subsidized rental housing units and its effects on the residents;
5. effects of virtual isolation of the low income families from their places of employment and friends as a result of being re-located from their present homes many miles away from the Thistletown project.

The Committee of the Whole recommended to Council that the Minister’s approval be sought on the following conditions: that the agreement between the municipality and Partnership in respect of industrial and institutional lands be a condition of approval; that consideration be given to reducing the proposed number of subsidized units (in the total project) from 1196 to 900 units; and that consideration be given to staging the development in five phases.

The Minister of Economics and Development, in a subsequent communication, noted that although “it would not be possible to stage the development on a time basis as demand for the lots and blocks for private development is as yet an unknown quantity... we would not proceed with development of further public housing units unless the remainder of the area is substantially built up at the same time,” and this was sufficient assurance for the Council to release the plan for approval by the Minister of Municipal Affairs.

---

On April 21, 1964, a land assembly agreement was entered into which formalized the conditions of development. A comparison of an adjacent private development agreement (Martingrove Estates) with the Partnership land assembly agreement is noteworthy in isolating standard terms and special arrangements. Both agreements provided for engineering supervision and inspection of the services installations by municipal inspectors, the payment of normal permit fees, levies of $2.50 per foot frontage for residential lands and commercial lands (except shopping centres), $250.00 per acre for all industrial lands and shopping centre sites, and $50.00 per unit for multiple-occupancy dwellings plus $545.00 per acre for multi-dwelling sites to be used by Metro in connection with the capital cost of sewers and the usual indemnity clause in respect of township liability for claims arising out of the construction or installation of the services prior to the assumption of the services (i.e., three years in respect of roads and one year in respect of other services following completion). The private subdivider was required to post guarantee and maintenance bonds and deliver a liability insurance policy to the township and pay cash in lieu of land as its “public land contribution” under s. 28(8) of the Planning Act.

The Partnership land assembly agreement, apart from apportioning the capital cost between the federal and provincial governments, included the following special terms:

1. upon registration of the plan of subdivision, the Partnership would convey to Metro six acres for a senior citizens’ housing project at current book value plus cost of servicing;
2. annual payment would be made in lieu of taxes, at $6.00 per acre until title to the lots was conveyed;
3. the industrial site would be offered for sale concurrently with the commencement of the public housing project;
4. an option agreement would be entered into with the township for a hospital site;
5. the 10 acre institutional land would be conveyed to the township at raw land book value subject to the restrictive covenant agreed upon;
6. the development of the public housing sector would be staged in relation to private development;
7. a Design Approval Committee would be established to consider all architectural plans.

Bylaw 14,507 to amend the existing zoning was passed on July 6, 1964, and approved by the Ontario Municipal Board on September 18, 1964. It implemented the approved plan of subdivision for Phase I by permitting variations in density, maximum yard distances between buildings, etc., which deviated from the official plan. Provision was also made for a multiplicity of land uses on a ten acre site fronting on Martingrove Road (uses anticipated were a shopping centre, community centre, apartments, theatre, professional offices). This site

---

80 The legality of these imposts was sanctioned by the Ontario Court of Appeal in an unreported case, Re Highbury Development and the Township of Etobicoke et al., October 24, 1961.
was subsequently to become the source of another conflict between the Partnership and the municipality.

Following approval of the plan of subdivision and the bylaw, the School Board requested additional land which would increase the acreage of land available for school purposes from the original allotment of 40.8 acres to 60 acres. The status of school sites in the area, the land for which was acquired at $25,000 per acre, was: three junior schools (one on an 11 acre site; two on separate 6 acre sites); one vocational school (10 acres); one secondary school (17 acres) and one middle school (10 acres); the latter three facilities were also to serve the community outside the Partnership holding. In order to make additional land available for school purposes, the Partnership alienated land which had been proposed for single family units and this resulted in what the township considered to be a disproportionate ratio of multiple family units to single family dwellings.

Phase II of the project was implemented by the registration of two plans of subdivision following only one skirmish of note. After the Etobicoke council and Planning Board had approved the plans (and by this time the proposed 245 unit public housing development in Phase II had been withdrawn from the plans) the Planning Department advised the Ontario Housing Corporation that it would not approve the plan because a planned diversion of Finch Avenue encroached on School Board property and recommended that the diversion be moved to the north which would have had the effect of consuming 17 feet of land zoned for multi-family units on Partnership land. A letter from Mr. P. Brady, of the Ontario Housing Corporation to the Mayor of Etobicoke illustrated the exasperation felt by the Partnership:

We feel the time has long since passed for an objection of this kind to be raised. We feel that the parties concerned have had ample opportunity to express their comments on the proposed roadway at any one of the formal steps through which the proposed plan of subdivision is processed. I might mention that it is also disappointing to us that an attempt is being made to hold up the development of the project by an organization which we feel has received considerable consideration from the Partnership in making available to them such a large number of school sites. [Mr. Brady then enumerated the amount of land made available for institutional use, public purposes and industrial development, and concluded.] ... As you can see, the Partnership has been most generous.

In July, 1964, the Thistletown development was officially inaugurated by a sod-turning ceremony with representatives of the federal, provincial and municipal governments participating. At this time it was thought that the project would mark the beginning of a new era in housing development where public and private housing occupants could enjoy full social integration in the community.

---

31 This is an interested commentary on intra-government co-operation. A subdivision plan for the total lands in Phase II had been settled at the municipal level and upon reaching the Department of Municipal Affairs for official approval was rejected as the departmental study to delineate noise-prone areas, in proximity to the proposed airport or in the line of flight patterns, had not been completed and there was some indication that Phase II might be affected by this. Therefore, the plan was returned and two plans were prepared, one in the area immune from the noise factor and which thus could proceed immediately, and the other in the area, which might have required a readjustment in land use and density patterns. This necessitated additional surveying to be undertaken and was one cause of the delay in the preparation of Phase II lands.

On August 7, 1968, it was announced that the Thistletown public housing project was being halted as it was "desirable to have smaller projects," and that the remaining land would be used for private development. The land in Phase II is intended to be released under the auspices of the H.O.M.E. plan leasehold program upon completion of the servicing requirements of the area. This program, introduced in March, 1967, was a scheme whereby the land costs would be removed from the initial package price of a house and the purchaser could enter into an agreement with Ontario Housing Corporation to lease the land over 50 years, or acquire it by means of a long term sale agreement over a 35 year period, or purchase it outright. Although the Land Assembly Agreement did not specifically outline disposal techniques, it did establish a Design Approval Committee which would approve the architectural plan of a purchaser, consistent with the municipal building bylaws. This procedure was established in order to ensure a modicum of design control over houses within the development. Disposal alternatives had been considered from the first submission of the plan and the municipality favoured sale of the land by tender to private builders, which was a departure from previous Partnership experience whereby land was sold to individual buyers. Mr. W. Wronski, Planning Director of Thistletown in 1962, noted that the customary disposal technique was inappropriate for the following reasons:

1. there was a good supply of fully serviced land in the Metro Toronto area;
2. the introduction of a relatively small number of lots at prices below market prices would have no effect on the market prices established by private builders for residential lots;
3. there was no responsible argument whatsoever to support the distribution of lots on a first come, first served basis.

He recommended that fully serviced individual lots be conveyed to private builders, not the sale of blocks of lots, as it was thought that individual development would result in greater architectural control and would ensure the dispersal of higher income families in the project. Other reasons for rejecting the first come, first served disposal method included a lack of familiarity by most prospective homeowners with merchant builder procedures and the desire of the Partnership to engage in design experimentation. It was decided therefore to employ the builder proposal call technique wherein the land price was set at

---

34 This observation was not consistent with the findings of the study by the Ontario Association of Housing Authorities, Good Housing for Canadians (August, 1964) 34.
35 This observation was not consistent with the U.D.I. opposition to the individual sale of lots on the basis it was unfair government interference which would have the effect of depressing prices of 1400 serviced lots in the area developed by private firms. Toronto Star, May 2, 1963.
36 W. Wronski, Report to Etobicoke Planning Board, June, 1962, Etobicoke Planning Department files.
$7500 per lot (a price less than market but above cost)\textsuperscript{37} and builders were requested to submit designs as the basis of their tenders, plus estimates of the cost of the finished product to the consumer. Six proposals were received and the lots were disposed of to four developers. The response to the builder proposal device was hailed as "[proving] conclusively that private development companies were willing to experiment in social integration and indeed prepared to spend considerable sums of money in preparing architectural and planning drawings and specifications towards this end."\textsuperscript{38} This technique has been credited with developing "a substantial housing industry in Ontario which depends to a great extent upon the activities of the O.H.C. and which is prepared to offer good, sound and adequate housing at prices that appear to be reasonable."\textsuperscript{39}

Three blocks in Phase I were developed in 1967 under the newly enacted condominium legislation.\textsuperscript{40} Title to this land was conveyed to the Ontario Housing Corporation at 75\% of the book value at the time of the sale with the view that O.H.C. would convey the land to purchasers of the condominium units under the H.O.M.E. program freehold scheme. The Condominium Act does not make provision for land to be held in leasehold, and the technique employed by O.H.C. was to take back a second mortgage at the value of the cost of the land to the purchaser, thus reducing the initial investment cost of the unit.

A building proposal call was issued in respect of these three blocks comprising 298 units and prospective contractors were requested to submit design plans, specifications, proposed fixed selling prices and financing arrangements. These bids were reviewed by a technical committee at Ontario Housing Corporation which examined the documents with respect to prices, architectural and design features and forwarded the proposals to the Corporation's Board of Directors for approval. Usually, the lowest bid incorporating the essential design characteristics and conforming with the municipal, provincial and federal building standards is accepted, although consideration is also given to the financial status of the builder. Following the contract award, the builder must prepare architectural and engineering drawings which require approval by C.M.H.C., O.H.C. and the municipality. The successful bid on the condominium project was based on a fixed purchase price of $15,000 for a three-bedroom unit, $16,000 for a four-bedroom unit and $17,000 for a five-bedroom unit (none was constructed), excluding the cost of the land which was sold by O.H.C. at $3220.00 per lot.\textsuperscript{41}

\textsuperscript{37} E. Christianson, Urban Renewal Officer, Central Mortgage and Housing Corporation in an interview, March 8, 1970. Servicing costs amounted to approximately $18,600 per usable acre (170 acres after deduction of streets, parks, etc.). The land value in 1966 was approximately $5000 per acre based on original cost plus interest and charges. The 40 acres for 277 lots being sold to builders under this scheme were priced at approximately $48,000 per acre, and the cost price based on $23,600 per net acre would approximate $4,000 per serviced lot. According to the Toronto Real Estate Board, the average market price of a serviced lot in 1967 in Metro was $10,000 and the average price of a serviced lot in Etobicoke was $12,000.

\textsuperscript{38} Ontario Housing, XII (February, 1966), 14.

\textsuperscript{39} Rose, (1968) supra note 3 at 59.

\textsuperscript{40} Condominium Act, S.O. 1967, c. 12.

\textsuperscript{41} Information obtained from Mr. A. Zimet, Vice-President, Bramalea Consolidation Developments Ltd., in an interview, March 10, 1970.
The public housing project in Phase I necessitated a separate agreement between the participating levels of governments and proceeded not unlike public housing developments in any Ontario municipality, notwithstanding the fact that the Partnership already owned the land. The construction of public housing is premised on the identification of need in the municipality and the municipality must take the initiative in requesting low rental housing. In Metro, this requirement to initiate senior government action is largely illusory since if low rental projects depended on local (municipal) requests, no public housing would be built in suburban areas where the need, if any, is not as politically significant as in the core city. Since the formation of Metro, all the requests for, or at least approval of, public housing development have been at the urgence of the Metro Committee on Welfare and Housing.

In 1964, when the public housing project was started, the pertinent provincial housing agency was the Housing Branch and the operative legislation was s. 36 of the National Housing Act which provided that joint housing projects should be shared on 75:25 basis by the federal and provincial governments. It was customary in Ontario to apportion the provincial share of capital costs of public housing on a 70:30 ratio with the municipality resulting in a total cost distribution between the federal, provincial and municipal governments of 75:17½:7½. In 1964, after the first public housing segment of 309 units had been planned, the federal legislation was amended to include provisions for financial assistance to a province or municipality in order to acquire lands for public housing projects,42 to a maximum loan of 90% of the cost of acquiring and servicing the land repayable within 15 years. By virtue of s. 35D, C.M.H.C. could make loans to province and municipalities “for the reconstruction or acquisition of a public housing project” to a maximum loan of 90% payable within 50 years. S. 35E of the Act authorized C.M.H.C. to make contributions towards the operating losses of subsidized public housing projects, not exceeding 50% of the annual operating losses.

The procedure for inaugurating a public housing project under s. 36 of the National Housing Act in 1964 followed the tedious path outlined by Lionel Feldman in his article, “A Housing Project Wends its Weary Way”.43 The Rental Agreement to authorize the public housing scheme was signed on April 21, 1964, and was premised on the fact that “Metro has represented that there is an acute shortage of low rental family housing accommodation in [Metro Toronto] and has requested the Partnership to construct a rental housing project”. The agreement provided that the Partnership would carry out the engineering design and installation of services including sanitary sewers, storm sewers, catch basins, water mains and fire hydrants in accordance with municipal standards. A term was included to ensure that municipal administrative costs, e.g. building permits and inspection crews, were paid at a rate equivalent to that required from private developers. The Metropolitan Toronto Housing Authority was named the agency responsible for the operation, administration and management of the project, however, following the establishment of the Ontario Housing Corporation in August, 1964, this agency was dissolved and O.H.C. assumed its property management functions. It was agreed that the

42 National Housing Act, S.C. 1964-65, c. 15, s. 35C.
43 Feldman, (1963), supra note 19.
Partnership would pay the municipality an annual sum in lieu of taxes at the full taxation rate, and any dispute as to the amount was to be resolved by the Minister of Municipal Affairs. The cost-sharing arrangement was based on the standard formula whereby Metro agreed to pay 30% of the provincial 25% share of capital costs and to participate in the same ratio in capital recoveries or operating profits and losses.

It was on the basis of this agreement that the initial 309 units of public housing were constructed following a builder proposal call. An additional 445 units were built on lands conveyed by the Partnership to O.H.C. and financed under the new loan provisions of the 1964 National Housing Act. The lands were sold to O.H.C. at 75% of the book value at the time of the sale (the province had already contributed 25% of the cost of purchasing the land under the equivalent of s. 35A.) In a separate transaction, O.H.C. applied to C.M.H.C. under the terms of s. 35D for a mortgage loan of 90% repayable in 50 years. Additional advantage was taken of s. 35E provisions whereby the federal government agreed to pay 50% of the operating loss of the project.

The management responsibilities for the project were assigned to the Property Management Division of the Ontario Housing Corporation. The rent scale for tenants in the project was related to family income rather than the size of accommodation provided in the public housing projects and ranged from 16.7% on income up to $192 per month to 30% on incomes of $560.

An evaluation of the Thistletown experience is meaningful only in relation to the expressed or implicit objectives of the Partnership at the commencement of the project. These objectives may be summarized as follows:

1. to encourage local participation in the provision of housing on the premise that those closest to the tangible needs of the people should identify and satisfy those needs;\footnote{Rose, (1968) supra note 3 at 10.}
2. to produce an "integrated" community responsive to the environmental and psychological needs of the residents;
3. to increase the stock of low rental housing in the Metropolitan area;
4. to increase the supply of reasonably priced serviced land in Metropolitan Toronto;
5. to encourage public and private participation in the construction of housing.

The initial acquisition of the land was proposed and implemented by the Housing Branch and C.M.H.C. without local consultation, thus affecting future municipal planning decisions which in reality had to be made in reference to the fact that the Partnership owned 500 acres of land in the municipality with a view to developing it as a land assembly and housing project. The official plan reflected the municipality's recognition of the Partnership intentions. Within a circumscribed sphere, therefore, it could be stated that the municipality did participate in the enunciation of local housing needs by determining density requirements and detailed land use but in reality the general land use of the area was established once the Partnership purchased the agricultural land.
The municipality reacted more vociferously and negatively to the proposed development plans of the Partnership. In 1962, the Etobicoke Council rejected the contention that there was a need either for public housing or for serviced land to be made available to potential homeowners at that time. From the perspective of the municipality, this assessment was undoubtedly accurate. Its vision was limited to a segmented geographical area, and political decisions and priorities were established by balancing the needs and resources of the community within the boundaries of this area. The senior levels of government, including Metro, were required to take a more global view, and, in reference to the demands of their broader political communities it was clear that there was a present need for low-rental housing and serviced lots. Because of the disparity between the needs and priorities of suburban communities and the social and physical demands of the entire Metropolitan area, local initiative is an idealistic goal and virtually unattainable in projects destined for area municipalities.

A further deterrent to local initiative is that historically, the role of the municipality in land development schemes has been passive. The municipality, having established the general land use designation and building standards, reacts to development proposals; it does not undertake positive measures to generate or implement specific land utilization. This function of the municipality is made more difficult when negotiating with the senior levels of government acting as a developer because of the economic, social and political implications of government sponsored programs. Once having fulfilled their "development" role, the senior governments withdraw, leaving the attendant problems to the fate of the municipality's financial and political ability to cope with them.

Thistletown is not a model "integrated" community. An identifiable schism between the private homeowners and apartment residents and the public housing tenants was noticeable at the early stages of the development, and there has been little social interaction between these groups. In the first place, specific housing types are physically separated, causing the public housing units to be distinguishable from private housing and apartments. This defect in the integration plan was detected when the development proposal was first presented; however, it was noted that this failing would be overridden by "the practical exigencies of development, and the attempt to give some architectural significance to each of the concentrations".45 Secondly, most of the public housing conglomerates are flanked by schools and churches or parks, thus segregating them further from the "human" elements of the rest of the development. Since the public housing sector was the first to be developed, the area was soon marked with the stigma of being a low-rent area resulting in future residents deliberately avoiding communication with the public housing tenants. There is today, as twelve years ago, a widespread belief that "failure to secure adequate housing, particularly failure to attain home ownership, is the fault of the individual rather than a responsibility shared by society in general",46 and many of the Thistletown residents were proponents of this philosophy.

46 Albert Rose, Regent Park: A Study in Slum Clearance (Toronto: University of Toronto Press, 1958) 218.
Because of the poor distribution of public housing throughout the area, by the summer of 1968 there were indications that the anticipated integration of public housing residents into the community was not going to be effected without protest. Residents in the private sector documented cases of stolen bicycles and damaged shrubbery as proof that the area was turning into a private slum. O.H.C. intimated that the municipality had defaulted on its responsibility by not providing schools, recreation facilities and community programs to correspond with the building development. This suggestion was countered by the statement that "we feel the other agencies [O.H.C. and C.M.H.C.] should at least provide the land free for the necessary social facilities, but they didn't even see fit to do that." On October 6, 1969, in a Planning Board Report to Council, it was recommended that because the area was experiencing serious social problems due to its high density population and large number of subsidized low rental housing units, the 10 acre site at the north-east corner of John Garland Blvd. and Martingrove Road (which has a multi-use zoning with a maximum density of 35 units per acre under by-law 14,507) be considered for purchase by the municipality for use as a community centre. Local resident groups and social service agencies supported this recommendation in representations to Council and one alderman went on record as saying that the social problems in Thistletown were anticipated by Council seven years ago when the federal-provincial project was proposed. Prior to this recommendation, in June, 1969, the land had been sold by the Partnership to J. D. S. Pinetree Ltd., on the condition that the purchaser could obtain a re-zoning, and the purchase price was dependent on the approved density. Had the purchaser applied for a building permit in compliance with the then present zoning restrictions, the municipality would have been under a duty to issue it insofar as the plans conformed to the municipal building standards, but because of its application for re-zoning, the site has become the centre of conflict between public and private interests. A recent commentary on Thistletown noted:

Northern Etobicoke is a classic example of a new suburban phenomenon—an overnight housing development with a runaway population growth and no priorities given to the provision of services and facilities that bear directly on the quality of human life. There are no accessible grocery stores, one swimming pool for 10,000 children, totally inadequate and expensive transportation, schools so overcrowded that the atmosphere is that of an institution, and social services that are scattered, piecemeal and often inaccessible.

The Thistletown project contributed a total of 754 units to the public housing stock in Metropolitan Toronto, a figure which is insignificant in relation to the need for housing for low income citizens. According to the 1969

---

47 Toronto Star, July 5, 1968.
48 Controller David Lacey, quoted in the Globe and Mail, August 14, 1968.
50 E.D. Christianson, C.M.H.C. in an interview, April 5, 1970.
52 "Housing, But Little Living", Globe and Mail, April 9, 1970.
O.H.C. Report to the Metropolitan Planning Board, the public housing distribution in Metropolitan Toronto at the end of 1968 was as follows:

<table>
<thead>
<tr>
<th>Area</th>
<th>Population</th>
<th>No. of Public Housing Units</th>
<th>No. of units per 1000 population</th>
<th>% of total public housing stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>Etobicoke</td>
<td>291,000</td>
<td>2,272</td>
<td>7.8</td>
<td>11.6</td>
</tr>
<tr>
<td>Scarborough</td>
<td>317,500</td>
<td>3,664</td>
<td>11.5</td>
<td>18.7</td>
</tr>
<tr>
<td>Toronto</td>
<td>697,500</td>
<td>7,836</td>
<td>11.2</td>
<td>39.9</td>
</tr>
<tr>
<td>North York</td>
<td>451,000</td>
<td>4,970</td>
<td>11.0</td>
<td>25.3</td>
</tr>
<tr>
<td>York</td>
<td>146,500</td>
<td>575</td>
<td>3.9</td>
<td>2.9</td>
</tr>
<tr>
<td>East York</td>
<td>96,500</td>
<td>304</td>
<td>3.2</td>
<td>1.6</td>
</tr>
<tr>
<td></td>
<td>2,000,000</td>
<td>19,621</td>
<td>9.8</td>
<td>100.0</td>
</tr>
</tbody>
</table>

However, the Thistletown development does represent approximately one-third of the number of public housing units in Etobicoke and this is an important determinant in understanding the municipality's apprehension about the concentration of low-income residents in a defined area. It is of even greater significance to note that by June 30, 1967, Etobicoke had only 902 public housing units under O.H.C. administration.

A total of 277 lots were made available for single family dwellings in Phase I (although only 245 houses were constructed, since part of the land was sold to the Etobicoke School Board), excluding the 298 unit condominium project, at a base cost of $7,500 in comparison with the average cost per lot in Metropolitan Toronto in 1967 of $10,000. An additional 279 lots in Phase II will be released under the H.O.M.E. program, making a total of 524 lots alienated for single family houses out of a total of approximately 240 acres for residential use of all types. The goal of affecting the price of land in Metropolitan Toronto cannot be taken as a serious proposal of the Partnership in view of its apprehension of upsetting the market mechanism by land disposal procedures. However, the introduction of 245 serviced lots in Thistletown represented approximately 30% of the total number of lots developed in Etobicoke for single family and semi-detached houses in 1967.\[^{53}\]

The intricacies in ascertaining land values are beyond the scope of this paper but land values generally must bear a relation to the supply of serviced lots and the impact of 245 lots being sold below market price in a developing area is minimal. This is particularly true when considering that the land was released to builders contingent on their proposed architectural designs and the land cost was integrated into the purchase price of the house which could be regulated by the Design Approval Committee. Many of the houses were sold at

---

\[^{53}\] Toronto Real Estate Board figures, based on the number of building permits issued in 1967, are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Total number of serviced lots (excluding apartment permits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Etobicoke</td>
<td>710</td>
</tr>
<tr>
<td></td>
<td>Single family permits</td>
</tr>
<tr>
<td></td>
<td>660</td>
</tr>
<tr>
<td></td>
<td>Semi-detached permits</td>
</tr>
<tr>
<td></td>
<td>50</td>
</tr>
<tr>
<td>Metro</td>
<td>Total number of serviced lots (excluding apartment permits)</td>
</tr>
<tr>
<td></td>
<td>5,101</td>
</tr>
<tr>
<td></td>
<td>Single family permits</td>
</tr>
<tr>
<td></td>
<td>4,070</td>
</tr>
<tr>
<td></td>
<td>Semi-detached permits</td>
</tr>
<tr>
<td></td>
<td>1,031</td>
</tr>
</tbody>
</table>
a cost of approximately $40,000\textsuperscript{54} which effectively removed the possibility of low-income, or even middle-income families being able to purchase them.

The Thistletown project, did, however, exemplify the ability of public and private enterprise to co-operate in the development of a residential community. There was no shortage of response by private builders to the Partnership tender call for designs on the single family lots or condominium units although a representative of one development company\textsuperscript{55} commented that this disposal technique was not advantageous and that it is preferable from the point of view of the builder to prepare plans and bids on the basis of unserviced land as this ensures a more rational assessment of cost factors since the adequacy of existing services for a proposed design is an unknown factor until construction begins. Basing a bid on unserviced land provides a leverage to the builder to adjust the cost factors in construction (i.e., servicing costs, materials, etc.) while maintaining a constant end price.

Because Thistletown did not meet its stated goals does not mean that the project is without political or social significance. It does highlight the need for integrated planning and co-operation by all levels of government responsible in fact or constitutionally for housing and community services, and perhaps the need for a re-evaluation of the practical effects of utilizing senior government agencies and representatives in land development negotiations with municipalities. The starting point for any re-assessment of planning and housing responsibilities is best enunciated by the \textit{Waterloo Local Government Review}:

\begin{quote}
If broad planning and local area planning are to achieve some success . . . , it will be important that a rapport be established between those responsible for planning at the local level and those at the provincial level. To achieve this it is vital for both to be able to identify each other's responsibility and magnitude of political power.\textsuperscript{56}
\end{quote}

And because of its financial importance in the implementation of planning schemes (through broad economic policies or specific programs relating to construction and housing) the federal government should not be excluded from this initial delineation of responsibility and power from which a realistic perception of the requirements for inter-government co-operation might emerge.

\textsuperscript{54} \textit{Toronto Star}, October 18, 1969.

\textsuperscript{55} Mr. A. Zimet, Vice-President, Bramalea Consolidated Developments Ltd. in an interview March 10, 1970. Bramalea Consolidated Developments Ltd. did not participate in the tender call for designs on single family lots on the grounds that in its assessment the cost of the serviced land was disproportionately high for the area at the time of disposal.

\textsuperscript{56} \textit{Waterloo Local Government Review} (1970) 151.