

December 15, 2025

To:  
City Clerk  
City of Toronto  
100 Queen Street West  
Toronto, ON M5H 2N2  
Email: [councilmeeting@toronto.ca](mailto:councilmeeting@toronto.ca)

Please circulate this email to every council member ahead of the meeting. We request that these comments be publicly visible online and understand that these comments and the personal information in this email will form part of the public record and that our name will be listed as a correspondent on agendas and minutes of City Council or its committees. Also, we understand that agendas and minutes are posted online and our name may be indexed by search engines like Google.

**Subject: Objection Regarding Motion DM35.2**

Dear Mayor Chow and Members of Toronto City Council,

I am writing on behalf of New Toronto Initiative, representing residents and taxpayers of New Toronto, to outline concerns regarding Motion DM35.2, scheduled to return to Council on December 16. The Motion raises issues related to public accountability, fiscal responsibility, and consistency with established City policies and procedures.

**1. The Motion Predetermines the Nature of an Active Lawsuit**

The proposal to reimburse consultants for legal expenses presumes the lawsuit against them lacks merit. The claim alleges improper and unlawful conduct by consultants acting under City contracts. If these allegations are established, the actions in question could constitute breaches of contractual or statutory obligations. Providing financial protection before any judicial review is inconsistent with standard municipal practice, where the courts, not Council, determine the validity of legal claims.

**2. Potential Conflict with Anti-Bonusing Regulations**

City contractors are required to maintain insurance coverage and operate under procurement rules that apply to all vendors. Selectively reimbursing legal costs for specific consultants may conflict with provincial anti-bonusing provisions and City procurement policies. The City does not normally reimburse contractor litigation costs, and offering such support introduces questions about whether this constitutes preferential treatment outside established rules.

**3. The City Has Declared Fiscal Pressures While Proposing New Discretionary Spending**

The City has publicly identified budget pressures and the need to allocate resources carefully. Authorizing discretionary reimbursements for contractor legal fees would establish a new unbudgeted spending category. This decision differs from current efforts to direct funds toward core services and essential operations.

**4. The City Is Not the Arbiter of an Active Legal Dispute**

The motion assumes the consultants have no liability before the court has reviewed the claim. The City does not determine the outcome of legal disputes involving contractors. By proposing to reimburse consultant legal costs and align them with the City's defense strategy, the motion introduces a process that differs from established municipal practice.

## **5. Consultants Were Hired Through Non-Competitive Processes**

Some consultants referenced in the motion were engaged through non-competitive procurement methods. Providing legal reimbursement for contractors procured outside competitive processes raises concerns about fairness, given the City's procurement policy objectives of transparency, equal access, and value for money.

## **6. The Motion Risks Creating the Appearance of Shielding a Closed Network**

Allocating public funds to defend consultants who are the subject of ongoing allegations may be interpreted as selective protection. City accountability frameworks emphasize impartiality in matters involving external vendors. Extending financial support to a specific group during an active legal dispute may create the appearance of protecting a closed network of contractors.

## **7. A Precedent Affecting All Future Contractors**

Toronto contracts with thousands of external vendors each year. Introducing legal reimbursement for a subset of consultants could establish a precedent that vendors may expect similar financial coverage in future disputes. This would represent a departure from current contractual norms, which require contractors to rely on their own insurance and legal resources.

## **Perspective of Affected Residents and Claimants**

Residents involved in related litigation may view the motion as a step that predetermines the validity of their claims. The City traditionally maintains neutrality during active legal proceedings, and committing financial support to one side before adjudication may affect confidence in the fairness of the process.

By presuming the outcome of an active legal dispute, the precedent-setting measure in DM35.2 places the City in the role of a court of law. We urge Council to consider the full implications of adopting any policy that provides selective financial protection to private consultants at taxpayer expense, particularly when no competitive procurement process was used and when the City is operating under significant fiscal constraints.

We urge all Councillors to oppose and vote **NO** to DM35.2.

Sincerely,

Cameron Ley  
South Etobicoke Community Association o/a New Toronto Initiative