

## CASINO WOODBINE COMMUNITY BENEFITS AGREEMENT

### RECITALS:

WHEREAS Ontario Regulation 81/12 provides that the Ontario Lottery and Gaming Corporation (the "OLG") may authorize the establishment of a gaming site at premises in a municipality only when (a) the municipal council has sought public input into the establishment of the proposed gaming site, and gives the OLG a description of the steps it took and a summary of the public input received; and (b) the municipal council passes a resolution supporting the establishment of a gaming site in the municipality and gives a copy of its resolution to the OLG; and

WHEREAS the Ontario Lottery and Gaming Corporation sought a private sector service provider to operate and expand the gaming facility at the Woodbine Racetrack at 555 Rexdale Boulevard in the City of Toronto (the "Woodbine Site") as part of a larger gaming operations contract for the GTA Gaming Bundle; and

WHEREAS at its meeting on July 7, 2015, City of Toronto Council approved a resolution in support of the establishment of expanded gaming at the Woodbine Site subject to the service provider selected by the Ontario Lottery and Gaming Corporation meeting 21 planning, economic, labour, social and health related conditions identified through a community engagement process (the "Conditional Resolution"); and

WHEREAS in August, 2017, the Ontario Lottery and Gaming Corporation selected OGGLP as its service provider for the Woodbine Site; and

WHEREAS OGGLP has agreed to satisfy the conditions set by City of Toronto Council in its Conditional Resolution through fulfillment of the obligations set out in this Agreement; and

WHEREAS at its meeting on April 24, 2018, City Council confirmed that the conditions it set in its Conditional Resolution will have been met by OGGLP's obligations under this Agreement, and therefore, upon execution of this Agreement, supports the establishment of an expanded gaming site at the Woodbine Site in the City of Toronto.

**NOW THEREFORE**, the Parties to this Agreement hereby agree as follows:

### 1. Definitions

1.1 In this Agreement, the following terms shall have the following meaning:

**Casino Woodbine** means the Gaming Establishment currently located on the Woodbine Gaming Lands which is operated by OGGLP and includes all expansions to the Gaming Establishment on the Woodbine Gaming Lands and any successor brands for the Gaming Establishment on the Woodbine Gaming Lands.

**Casino Woodbine Responsible Gambling Oversight Committee** means the oversight committee established by the OLG under section 14.3 of this Agreement.

**Community Steering Committee** means the steering committee established by the City under section 14.4 of this Agreement.

**Diverse Supplier** means a business that is 51% or more owned or operated by persons from an Equity-seeking group, veteran-owned businesses, or Social Enterprises supplying goods or services.

**Employment and Labour Market Advisory Working Group** means the group established by OGGLP under section 14.2 of this Agreement.

**Entertainment Venue** means the theatre portion of the Woodbine Entertainment Complex.

**Equity-seeking Group** means Aboriginal peoples, persons with disabilities, racialized groups and visible minorities, women, lesbian, gay, bisexual, trans, queer, two-spirit communities (LBGTQ2S), undocumented individuals, newcomers, immigrants and refugees, and persons with low income and youth. With respect to hiring obligations in this Agreement, Equity-seeking Groups do not include any person not legally entitled to work in Canada.

**Expanded Gaming** means the operation of live table games at Casino Woodbine.

**Gaming Establishment** means any facility at which gaming occurs including facilities at which slot machines or live table gaming are located.

**Local** means the geographic area within the City of Toronto referred to as the Woodbine Local Area.

**Local Supplier** means a business located in the Woodbine Local Area supplying goods or services.

**Local Hiring** means the hiring of people who live in the Woodbine Local Area.

**Social Enterprise** means a for-profit or non-profit entity that is directly involved in the production and/or selling of goods and the provision of services with a clear mission for achieving social, cultural and/or environmental value and impact. This includes social enterprises where the majority of employees participating in transitional employment training are from equity-seeking groups.

**Social Hiring** means hiring of people who self-identify with an Equity-seeking Group or people who face unique barriers to employment, including Ontario Works clients.

**Supplier Council** means a non-profit organization that certifies businesses and enterprises as diverse suppliers by assessing them by using established, consistent criteria.

**Woodbine Entertainment Complex** means the integrated entertainment complex including Casino Woodbine to be constructed and operated by OGGLP on the Woodbine Gaming Lands.

**Woodbine Gaming Lands** means all lands on the Woodbine Site permitting a Gaming Establishment.

**Woodbine Gaming Lands Employees** means all employees working on the Woodbine Gaming Lands other than those employed by the Woodbine Entertainment Group.

**Woodbine Local Area** means the area bounded by Steeles Avenue to the north, the Humber River to the east, Census Tract boundaries established by the Bureau of Census along or below Dixon Road to the south, and Renforth Drive to the west, and also includes the area south of Dixon Road down to The Westway, between Kipling Avenue and Royal York Road, as outlined in Attachment 4 to this Agreement.

**Woodbine Site** means the parcel of land described in Attachment 3 to this Agreement, municipally known as 555 Rexdale Boulevard in the City of Toronto in the year 2017.

## **2. General**

- 2.1 The purpose of this Agreement is to create a legally binding commitment by OGGLP to the City to fulfill the conditions set by City Council when it passed the Conditional Resolution in support of Expanded Gaming at the Woodbine Site.
- 2.2 Upon execution of this Agreement and upon receipt of a letter of credit in the amount of \$5,000,000.00 from OGGLP to secure OGGLP's obligations under section 4 of this Agreement, the City confirms that the conditions set by City Council in the Conditional Resolution in support of Expanded Gaming have been met, and the City shall immediately notify the Ontario Lottery and Gaming Corporation and the Province of Ontario of its support of Expanded Gaming at the Woodbine Site.
- 2.3 OGGLP shall use all best efforts to ensure that all related companies and subsidiaries shall be similarly bound by the requirements of this Agreement, and where applicable, to contractually require that all third party contractors implement and adhere to the relevant conditions of this Agreement.
- 2.4 The obligations under this Agreement shall apply to the Woodbine Gaming Lands.
- 2.5 Where obligations under this Agreement are required to commence by a named date, such obligations are required to continue for the term of this Agreement.

## **3. Term**

- 3.1 This Agreement shall commence on the Effective Date and end upon termination of OGGLP's operation of gaming on the Woodbine Site.

#### **4. Child Care Centre**

- 4.1 OGGLP shall contribute to the City, to a maximum cost of \$5,000,000.00, the cost of constructing and equipping a child care centre to the satisfaction of the City.
  - 4.1.1 The child care centre will be constructed by the City and situated in a location deemed by the City to be suitable to both the Local community and to employees of Casino Woodbine.
- 4.2 Upon the execution of this Agreement, OGGLP shall provide to the City an irrevocable letter of credit in the amount of \$5,000,000.00 as security for the obligation under 4.1 (the "Letter of Credit").
  - 4.2.1 OGGLP shall ensure that the Letter of Credit is renewed annually until such time as the child care centre has been constructed.
  - 4.2.2 The City shall draw upon the Letter of Credit for the cost of constructing and equipping the child care centre, and shall do so as costs become payable.
  - 4.2.3 In the event that the total cost of constructing and equipping the child care centre is less than \$5,000,000.00 (the "Lesser Cost"), the City shall only draw on the Letter of Credit to the total amount of the Lesser Cost.
  - 4.2.4 In the event that the total cost of constructing and equipping the child care centre is more than \$5,000,000.00, OGGLP shall have no further obligation to cover any child care centre costs above \$5,000,000.00.
- 4.3 OGGLP will work with the City of Toronto Children's Services Division on recruiting a not-for-profit operator for the child care centre, who will be requested to provide extended hours of operation and provide employees of Casino Woodbine with priority admission to the centre.

#### **5. International Marketing Plan**

- 5.1 OGGLP shall develop and implement an International Marketing Plan (the "IMP") for the Woodbine Entertainment Complex by January 1, 2022.
  - 5.1.1 OGGLP shall update the IMP upon completion of development on Blocks 11, 12 and 14.
- 5.2 The IMP shall have the following strategic objectives:
  - (a) To position the Woodbine Entertainment Complex among the top three urban casino/entertainment resorts in North America;

- (b) To position the Woodbine Entertainment Complex as a powerful, complementary addition to the vibrant hospitality industry in Toronto, augmenting Toronto's overall appeal to visitors from outside Ontario; and
- (c) To drive incremental visitation, extend average stays and increase visitor spending in Toronto, accelerating job and revenue growth across Toronto's tourism sector.

5.3 The IMP shall achieve the strategic objectives set out in 5.2 through the following means:

- (a) The launch of a global brand;
- (b) Attracting major meetings and conventions to the Woodbine Entertainment Complex;
- (c) Promotion of live events at the Woodbine Entertainment Complex, including collaborating with Woodbine Entertainment Group to promote horse racing;
- (d) Air travel partnerships;
- (e) Partnerships in international markets;
- (f) Editorial and earned media coverage;
- (g) Direct marketing campaigns;
- (h) Participating in travel trade programs and events; and
- (i) Leveraging Great Canadian Gaming's existing tourism properties across Canada.

5.4 OGGLP will collaborate with City staff while developing the IMP under 5.1, including using updated metrics and performance indicators including but not limited to room nights, out of town attendance as a percentage of total attendance, and number of media impressions for promotional campaigns, and the IMP shall be developed and refined to reflect changes in the market and the full range of products and services available at the Woodbine Entertainment Complex.

## **6. Employment and Labour Market Plan**

6.1 OGGLP shall develop and implement a 20-year Employment and Labour Market Plan (the "ELMP") in accordance with this section to the satisfaction of the City, this plan shall address the following 3 streams:

- (a) stability for current staff (career laddering);

- (b) expanded employment (new recruitment); and
  - (c) employment equity (community engagement, local and social hiring).
- 6.2 The ELMP shall contain key actions, deliverables and high level implementation timelines for the period between 2018 and 2022.
  - 6.2.1 The key actions shall include a range of recruitment activities and a minimum of 1 job fair per year, all in accordance with Attachment 1 to this Agreement.
- 6.3 The ELMP shall be monitored by the Employment and Labour Market Advisory Working Group, and will be updated as required in accordance with an update schedule to be determined by the Employment and Labour Market Advisory Working Group.
- 6.4 The ELMP shall be developed by December 31, 2018, and implementation of the ELMP by OGGLP shall begin in January of 2019.

## **7. Local Employment and Hiring**

- 7.1 Commencing in 2018, OGGLP shall:
  - (a) dedicate a Community Employment Coordinator to lead the implementation of the ELMP, and to lead long-term engagement and collaboration with employment programs and networks in the Woodbine Local Area and, where possible, in the neighbouring communities;
  - (b) commence hiring so as to be on course to meet the targets set out under 7.2 and 7.3 by 2022; and
  - (c) identify job opportunities for people with criminal records by making information available to local community employment agencies regarding opportunities that are available to people with criminal records, and those employment opportunities not available as a result of regulatory and risk management requirements.

### *Employment in Operations*

- 7.2 Commencing in 2022, OGGLP shall ensure that the following targets are met for hiring of Woodbine Gaming Lands Employees:
  - (a) a minimum of 40% of new hiring of Woodbine Gaming Lands Employees (to be tracked through headcount) will have been and will continue to be hired through Local Hiring or Social Hiring, of which at least half shall have been and shall continue to be through Local Hiring;
  - (b) youth hiring initiatives will have prioritized and will continue to prioritize youth who are also members of other Equity-seeking Groups;

- (c) in the first two years of Expanded Gaming, at least 40% of total employees shall have full-time employment of a minimum of 35 hours per week; and
- (d) after two years of Expanded Gaming, at least 50% of employees shall have and shall continue to have full-time employment of a minimum of 35 hours per week.

### *Employment in Construction*

- 7.3 OGGLP shall use best efforts to require its construction contractors to ensure that by 2022:
  - (a) a minimum of 10% of the overall hours worked by trades and craftspeople shall be worked by apprentices or journeypersons from the Woodbine Local Area or Equity-seeking Groups; and
  - (b) youth hiring initiatives will have prioritized and will continue to prioritize youth who are also members of other Equity-seeking Groups.
- 7.4 OGGLP's direct construction hiring will be primarily focused on project technicians, project coordinators, administrative staff and project managers, and OGGLP shall work with technical schools and local employment services networks in hiring for such positions.

## **8. Supply Chain Diversity**

- 8.1 With the exception of the procurement of specialized items used in the gaming industry including gaming devices and technology, commencing in 2019, OGGLP shall ensure that a minimum of 10% of annual non-construction procurement will be through Local or Diverse Suppliers.
- 8.2 In 2018, OGGLP shall develop a Supply Chain Diversity Policy and Procedures (the "SCDPP") for non-construction procurement, and shall dedicate sufficient procurement staff time to provide oversight of such development and implementation.
  - 8.2.1 The OGGLP shall commence the implementation of the Supply Chain Diversity Policy and Procedures in 2019.
- 8.3 The SCDPP shall include the following elements:
  - (a) to increase equitable access for Diverse Suppliers to bid on contracts with a value under \$100,000.00, OGGLP procurement staff shall include at least one quote from a Local or Diverse Supplier as part of the bidding process provided that such suppliers can reasonably be identified through certification organizations or other such means;

- (b) for contracts with a value of over \$100,000.00, OGGLP may give additional consideration when evaluating bids to vendors who have supply chain diversity policies and procedures in place within their organizations;
- (c) for contracts with a value of over \$1,000,000.00, OGGLP will provide information and guidance regarding its supply chain diversity approach and encourage suppliers to consider a similar approach; and
- (d) regardless of contract value, in the event that all bids are equal, OGGLP may preferentially award tied bids to Local or Diverse Suppliers.

8.4 Commencing in 2018, as part of the development and implementation of the SCDPP, OGGLP shall conduct the following supporting activities:

- (a) OGGLP shall work together with the City and with Supplier Councils to generate lists of Diverse Suppliers and match them to procurement needs;
- (b) OGGLP shall conduct purchasing trends analyses for ongoing and periodic procurement needs and promote anticipated purchasing trends with local business communities as far in advance as possible where sharing such information has the potential to enable development of local businesses;
- (c) OGGLP shall conduct training and capacity building with its staff on the SCDPP, and where possible, it shall do so in conjunction with supplier diversity organizations;
- (d) OGGLP shall develop templates, evaluation guidelines and resources to integrate supplier diversity into the competitive procurement processes; and
- (e) OGGLP shall conduct education and outreach activities in the Woodbine Local Area, in collaboration with local business networks, local business improvement areas, community organizations, ethnic media, and other bodies, including conducting a minimum of one local business opportunity fair per year, for the purpose of ensuring procurement opportunities are promoted through Local and Diverse Supplier networks.

## **9. Labour Peace**

9.1 OGGLP shall respect the role of organized labour and shall not engage in coercion, intimidation, threats, promises or undue influence, and shall continue to comply with its contractual obligations to OLG and its applicable statutory labour obligations.



## **10. Community Access to Space**

- 10.1 Commencing upon the opening of the Entertainment Venue, OGGLP shall make space available at the Entertainment Venue to the Local community at little or no cost for at least 1 large-scale event per month, or 12 large-scale events per calendar year.
- 10.2 Prior to opening of the Entertainment Venue or the a training centre as described in Attachment 2 to this Agreement (the "Training Centre"), OGGLP shall develop and implement a Community Access to Space Policy and Procedures (the "CASPP") to guide community access to the Entertainment Venue, the Training Centre, and other space in the Woodbine Gaming Lands or elsewhere on the Woodbine Site.
- 10.3 The CASPP shall include the following:
- (a) clear, consistent policies and procedures that address guidelines for community access including registration and accessing space, fee guidelines to access space, weekly, monthly, and/or annual targets for each venue or space, and the number and type of space available;
  - (b) a plan for community engagement to identify community priority space needs, social and economic implications for policies and procedures and gather community input on entertainment venue program of events; and
  - (c) methods to minimize or eliminate incidental costs associated with large-event planning such as insurance, audio-visual equipment, catering, event planning and coordination.

## **11. Responsible Gambling (the "RG") Measures**

- 11.1 OGGLP shall maintain all existing RG measures in place at Casino Woodbine at the time of execution of this Agreement as are required by Ontario Lottery and Gaming Corporation (the "OLG") and the standards enforced by the Alcohol and Gaming Commission of Ontario (the "AGCO").
- 11.1.1 In addition to 11.1, OGGLP shall implement and maintain in a timely manner the RG measures that were planned and required by the OLG for Casino Woodbine at the time OGGLP assumed operations of Casino Woodbine.
- 11.1.2 Should the requirements under 11.1 or 11.1.1 differ from provincial regulatory requirements, the regulatory requirements shall prevail.
- 11.2 OGGLP shall, in an ongoing manner consistent with policies of the OLG and the AGCO, work with City staff and the Toronto Medical Officer of Health to implement harm mitigation measures to address the negative impacts of problem

gambling primarily through the Casino Woodbine Responsible Gambling Oversight Committee.

- 11.3 Commencing in the fourth quarter of 2018, and consistent with OLG direction, OGGLP shall work with and provide data in respect of the following matters to City staff, including Toronto Public Health staff, to allow City staff to use evidence-based research from Casino Woodbine to assess performance of, and measure compliance with, RG programs at Casino Woodbine:

- (a) Completion of PlaySmart training for site staff;
- (b) Customer Care Survey Results;
- (c) Completion of RG Code of Conduct;
- (d) Self-Exclusion Registrations, Reinstatements and Breaches;
- (e) Testing of the Facial Recognition Program;
- (f) Responsible Gambling Interactions;
- (g) Prize Disentitlement;
- (h) RG Marketing Complaints;
- (i) Game and Venue Design Complaints;
- (j) Customer Access to Money;
- (k) RG Check Completion; and
- (l) Other information as identified by the Casino Woodbine Responsible Gambling Oversight Committee.

- 11.4 OGGLP shall provide information and shall work with City staff, including Toronto Public Health staff, in an ongoing manner and to use evidence-based research to measure impact and determine if there has been an increase in vulnerability to Toronto residents due to Expanded Gaming, as per the requirements of OLG and the Casino Woodbine Responsible Gambling Oversight Committee.

## **12. Negative Impact of Expanded Gaming**

12. OGGLP shall work with the City and a variety of stakeholders through the working groups established under section 14 of this Agreement and its monitoring and reporting obligations under section 13 of this Agreement, to identify any negative impacts of Expanded Gaming and to identify and implement mitigation measures to address any such negative impacts.

### **13. Monitoring and Reporting**

#### *Employment – Operations*

- 13.1 OGGLP shall report quarterly to the Employment and Labour Market Advisory Working Group on hiring and employment data in respect of Woodbine Gaming Lands Employees, including the following:
- (a) source of candidates (such as City employment program);
  - (b) total number of hours worked by employees;
  - (c) total number of employees;
  - (d) total number of employees hired through Local and Social Hiring counted by full-time and part-time status;
  - (e) total number of hours worked by employees hired using Local and Social Hiring;
  - (f) number of employees by Equity-seeking Group; and
  - (g) social impact longitudinal analysis.

#### *Employment – Construction*

- 13.2 Commencing no later than 3 months following the execution of this Agreement, OGGLP shall report at least quarterly to the Employment and Labour Market Advisory Working Group on construction hiring and employment data in respect of Woodbine Gaming Lands Employees, including the following:
- (a) source of apprenticeship and journeyperson construction trade and construction craft candidates (such as City employment program);
  - (b) total number of project hours completed by contractors and subcontractors;
  - (c) total number of employees hired by contractors and subcontractors, counted by construction trade and construction craft;
  - (d) total project hours worked by employees hired through Local and Social Hiring;
  - (e) total project hours worked by employees from Equity-seeking Groups hired through Local and Social Hiring;
  - (f) total number of employees hired using Local and Social Hiring for job classes such as professional, administrative, and technical; and

- (g) social impact longitudinal analysis.

#### *Supply Chain Diversity and Local Procurement*

13.3 Commencing in 2019, OGGLP shall report quarterly on supply chain diversity and local procurement to the Community Steering Committee, and commencing in 2021 such reports shall be made by OGGLP semi-annually. All such reports shall include the following broken down, where possible, by Equity-seeking Group and/or Supplier Council affiliation and are not unreasonably expected to include commercially sensitive information:

- (a) the total value of annual procurement;
- (b) the total value of annual procurement awarded to Local or Diverse Suppliers;
- (c) the total number and value of purchases that invited Local or Diverse Suppliers to bid;
- (d) the total number of purchases that received Local or Diverse Suppliers bids; and
- (e) the total number and value of purchases awarded to Local or Diverse Suppliers.

#### *Community Access to Space*

13.4 Within 1 year of the Entertainment Venue commencing operations, OGGLP shall report on community access to space quarterly in the first 2 years, and semi-annually thereafter to the Community Steering Committee including the following:

- (a) the number and type of space available for community access;
- (b) the number of bookings by space type;
- (c) the type of group or organization accessing the space; and
- (d) the specific community space targets once finalized.

### **14. Governance**

14.1 The Employment and Labour Market Advisory Working Group; the Casino Woodbine Responsible Gambling Oversight Committee and the Community Steering Committee will be collectively responsible for the accountability, transparency, and overall, delivery of the requirements of this Agreement.

- 14.2 No later than 3 months from the Effective Date, an Employment and Labour Market Advisory Working Group (the "ELMA Working Group") shall be established by OGGLP.
- 14.2.1 The mandate of the ELMA Working Group is to serve as a technical and operational information-sharing table to oversee the implementation and reporting of outcomes of the Employment and Labour Market Plan, including skills training, operations employment and apprenticeship opportunities.
  - 14.2.2 The membership of the ELMA Working Group shall include the City of Toronto, Casino Woodbine management, and community employment stakeholders including Humber College, YMCA, local employment service organizations and a Labour representative on behalf of the union locals representing Woodbine Gaming Land Employees.
  - 14.2.3 The ELMA Working Group shall receive reports on Local and Social Hiring for operations and construction in accordance with the reporting requirements set out in this Agreement.
  - 14.2.4 The ELMA Working Group shall provide public quarterly reports to the Community Steering Committee.
  - 14.2.5 The ELMA Working Group shall report publically on an annual basis on key activities undertaken by OGGLP to meet its obligations and targets under this Agreement.
- 14.3 OGGLP shall participate in a Casino Woodbine Responsible Gambling Oversight Committee (the "RG Oversight Committee"), to be convened by the OLG.
- 14.3.1 The mandate of the RG Oversight Committee is to be determined by OLG and is intended to serve as a technical table to monitor, identify and report on potential risks related to problem gambling and provide input on the RG program.
  - 14.3.2 OGGLP shall be a member of the RG Oversight Committee.
  - 14.3.3 OGGLP shall support the RG Oversight Committee's regular public updates to the Community Steering Committee and annual public reporting on activities and key metrics.
- 14.4 No later than 3 months from the Effective Date, the City shall convene a Community Steering Committee.
- 14.4.1 The mandate of the Community Steering Committee shall be to monitor the implementation of this Agreement over the long term including receiving regular reports on targets set by this Agreement, hearing feedback and community concerns related to the implementation of this

Agreement, and informing City staff reports to City Council under section 15.

14.4.2 The initial membership of the Community Steering Committee shall include OGGLP, Casino Woodbine management, Humber College, the City, Toronto Community Benefits Network, United Way Greater Toronto, Atkinson Foundation, Kingsview Village Local Planning Table and Rexdale Local Planning Table.

14.4.3 Ontario Lottery and Gaming Corporation and Woodbine Entertainment Group will be invited observers to the Community Steering Committee.

## **15. Accountability and Dispute Resolution**

15.1 OGGLP shall annually post a comprehensive annual progress report on how it is meeting its commitments under the CBA on a publicly accessible website, either as a standalone report or as part of a broader corporate social responsibility report.

15.1.1 In addition to the annual reporting requirement above, OGGLP shall post reports on a publicly accessible web site at least quarterly, on how it is meeting its commitments under this Agreement.

15.2 City staff will publicly report to City Council no later than December 20, 2019 and then at least once per year thereafter on OGGLP's progress in meeting its commitment under this Agreement.

15.2.1 In addition to the annual report to City Council under 15.2, if issues arise regarding OGGLP's compliance with this Agreement, City staff shall publicly report to City Council advising Council of the issues.

15.3 The governance and accountability measures set out in sections 14 and 15 of this Agreement will collectively enable issues to be identified and resolved, allow for regular monitoring and tracking of compliance with this Agreement, and provide a mechanism for public reporting on progress in the implementation of this Agreement.

## **16. Freedom of Information and Protection of Privacy**

16.1 OGGLP acknowledges that the City is subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*.

## **17 Compliance with Applicable Laws**

- 17.1 OGGLP shall be required to comply with all federal, provincial and municipal laws and regulations in performing any obligations under this Agreement including City of Toronto By-laws and policies applicable to OGGLP and to provide to the City, upon request, periodic reports confirming such compliance.

## **18. Review**

- 18.1 The Parties agree to conduct a review of this Agreement every 5 years commencing 5 years from the Effective Date.
- 18.2 If the review identifies amendments to the Agreement that are desirable to both Parties, both Parties shall seek the necessary authority to make such amendments to the Agreement, and if such authority is received, shall enter into an Amending Agreement which reflects the agreed-upon amendments.

## **19 Governing law**

- 19.1 This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada, as applicable. Any action or other legal proceeding arising under or with respect to this Agreement (including any motion or other interlocutory proceeding) shall be brought in a Court or a tribunal, whichever may be applicable, sitting in Toronto, Ontario. In the event that there is no applicable Court or tribunal sitting in Toronto, the proceeding shall be brought in the court (or other forum) of competent jurisdiction nearest to the City of Toronto within the Province of Ontario. OGGLP and the City each irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in relation to this Agreement.

## **20. Notice**

- 20.1 Any demand or notice to be given pursuant to this Agreement shall be duly and properly made and given if made in writing and either delivered to the party for whom it is intended to the address as set out below or sent by prepaid registered mail addressed to such party as follows:

In the case of the City:

City of Toronto  
100 Queen Street West,  
11th floor, East Tower  
Toronto, Ontario  
M5H 2N2  
Attention: City Manager

In the case of OGGLP:

39 Wynford Drive  
North York, Ontario  
M3C 3K5

Attention: Chief Operating Officer  
with a copy to: VP Legal (Ontario)

or to such other addresses as the parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption in postal service in the City of Toronto affecting the delivery or handling thereof, on the day following Three (3) clear business days following the date of mailing.

## **21. Binding Successors**

- 21.1 This Agreement and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their successors and assigns, respectively.

## **22. Counterparts**

- 22.1 This Agreement may be executed in one or more counterparts and by facsimile or e-mail signatures (PDF or other image format), each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.



## **Attachment 1. Key Actions in Employment and Labour Market Plan**

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### **Stream 1: Stability for Current Staff (Career Laddering)**

#### **Key Actions:**

##### **Career-track jobs**

- New career-track jobs may encompass a wide range of areas, including construction, gaming, security, finance, marketing, facility maintenance and operation, food & beverage, entertainment, hospitality, administration and management.
- Identify opportunities for construction employment and create a range of additional front-line operations jobs.

##### **Scholarship Program**

- OGGLP will deliver its existing, company-wide service training, leadership and incentive program that enables and encourages ongoing work-based learning. It includes the PROUD Scholarship Program, which provides post-secondary financial assistance to employees and their eligible dependents who have demonstrated a commitment to community leadership or volunteerism and who show an aptitude for community development. OGGLP will seek specific opportunities to partner with local educational institutions like Humber College.

### **Stream 2: Expanded Employment (New Recruitment)**

#### **Key Actions:**

##### **Pre-employment skills training**

- New frontline jobs accessible to people with the right aptitude and attitude, with neither experience nor educational attainment constituting significant barriers.
- Pre-employment and role-specific skills training, and support for bridging programs.
- Candidates who are hired for technical, highly specialized gaming-specific roles (table dealers, for example) will be provided with in-house paid training opportunities developed and run by OGGLP.
- Such roles, while highly accessible regardless of formal qualifications, will come with both structured and informal opportunities for skills development and on-the-job learning.

##### **Direct employment**

- New OGGLP hires will be directly employed by OGGLP. Neither temporary agencies, nor other intermediaries will be used.

##### **Access to Benefits**

- Both full-time and part-time employees will be eligible to access benefits.

Permanent, full-time, career-track positions

- OGGLP's plan will create an estimated 4,600 new full-time and part-time jobs – or approximately 2,958 full-time equivalents, which will shift the job pool towards permanent, full-time, career-track work, while still maintaining flexible part-time options.

### **Stream 3: Employment Equity (Community Engagement, Local and Social Hiring)**

Key Actions:

Collaboration with local workforce development pathways

- With support from the City of Toronto, OGGLP will build complementary workforce-development and candidate-pool relationships with a broad range of community organizations that support and deliver programs to equity-seeking communities.

Job postings

- Established timelines to deliver job description requirements in advance so that employment agencies can develop proactive plans to help prepare an appropriate candidate pool.

Recruitment activities, employment information sessions and job fairs

- Host and/or participate in at least 1 job fair a year, provide information sessions for job developers, attend community meetings, disseminate detailed promotional materials to employment centres.
- Targeted information and employment sessions and long-term collaboration with City and community stakeholders on plan refinement over time.
- Host specialized seminars to communicate expectations associated with particular job types, including those in gaming, hospitality and other areas.

## **Attachment 2. Community Access to Space – Training Centre**

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The primary function of the approximately 5,000 square foot training centre will be for OGGLP commercial purposes. However, it will also be well suited to hosting activities in collaboration with partner organizations and community groups. These may include, but not be limited to:

- Small community meetings, workshops or social development activities in partnership with the City, community groups or non-profit organizations.
- Pre-employment skills training to lower barriers for local residents and equity-seeking communities.
- Role-specific skills training for entry-level positions, including for members of equity-seeking groups.
- ESL training and other bridging programs for job candidates who face barriers to employment.
- Third-party skills training programs delivered by the City or by not-for-profit groups.

### **Attachment 3. Legal Description of the Woodbine Site (555 Rexdale Boulevard)**

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Part of Lots 26, 27, 28, 29, 30, 31 and 32 and part of Road Allowance Between Lots 31 and 32 (closed cy Etobicoke By-law 330, Inst TB9943318)

Concession 3, Fronting the Humber, Part of Lots 27, 28, 29, 30 and 31

Concession 4, Fronting the Humber, and Part of the of Road Allowance Between Concession 3 and \$, fronting the Humber (closed cy Etobicoke By-law 9242, Inst EB149090)

City of Toronto

## Attachment 4. Woodbine Local Area

