

**MEMORANDUM OF UNDERSTANDING
BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO
AS REPRESENTED BY THE
MINISTER OF PUBLIC AND BUSINESS SERVICE DELIVERY AND PROCUREMENT**

- AND -

**ONTARIO ONE CALL
(Hereinafter referred to as the Corporation)
A NOT-FOR-PROFIT CORPORATION WITHOUT SHARE CAPITAL
INCORPORATED UNDER THE LAWS OF ONTARIO**

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Recitals

WHEREAS the Minister and the Corporation are required to enter into a Memorandum of Understanding for the purpose of clarifying the relationship between the two parties in fulfilling the duties and responsibilities under the Ontario Underground Infrastructure Notification System Act, 2012 ("Act");

AND WHEREAS the Minister is accountable to the people of Ontario as a member of the Legislative Assembly and to the Legislative Assembly as a Minister of the Crown in right of Ontario;

AND WHEREAS the Corporation is accountable to the Minister for fulfilling the duties and responsibilities under the Act;

AND WHEREAS the Corporation provides valuable information to the government regarding the operational effectiveness of the Act and that both parties acting in the public interest are dependent on a collaborative relationship;

AND WHEREAS the Minister and the Corporation recognize the benefit of maintaining a strong collaborative relationship and the importance of resolving any disagreements as amicably and expeditiously as possible;

AND WHEREAS the Corporation is not a Crown agent, is self-funded and is not self-regulating;

AND WHEREAS the Minister is responsible for recommending legislative and regulatory changes to the Lieutenant Governor in Council;

AND WHEREAS the Minister and the Corporation intend to exercise their powers and duties under the Act in such a manner as to protect the public interest and carry out and perform this Memorandum of Understanding in a manner consistent with the purpose of promoting safe excavation practices, increasing efficiency and coordination of excavation activities, and reducing damages to underground infrastructure through the operation of a call system and supporting timely responses to locate requests.

NOW THEREFORE in consideration of the promises and mutual covenants contained in this Memorandum of Understanding and subject to the terms and conditions thereof, the parties hereby enter into this Memorandum of Understanding.

1. Definitions and Interpretation

- 1) In this Memorandum of Understanding, the following terms have the following meanings:
 - a) **"Act"** means the Ontario Underground Infrastructure Notification System Act, 2012 and its associated regulations
 - b) **"Corporation"** means Ontario One Call, as established under subsection 2(1) of the Act;
 - c) **"Memorandum of Understanding"** means this Memorandum of Understanding, all attached schedules and any memorandum of understanding or schedule in writing supplementing or amending this Memorandum of Understanding or any of its schedules;
 - d) **"Board"** means the Board of Directors of the Corporation;
 - e) **"Chair"** means the Chair of the Board;
 - f) **"Crown"** means His Majesty the King in Right of the Province of Ontario;
 - g) **"Minister"** means the Minister responsible for the administration of the Act, by Order in Council of the Lieutenant Governor acting for and on behalf of the Crown;
 - h) **"Ministry"** means the ministry of the Minister;
 - i) **"Statutory Mandate"** means the exercise of the authority delegated to the Corporation pursuant to the Act.
- 2) In this Memorandum of Understanding, for the purposes of interpretation:
 - a) Words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
 - b) The word "including" or "includes" shall mean "including (or includes) without limitation";
 - c) Any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided;

- d) The division of this Memorandum of Understanding into separate sections and subsections, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Memorandum of Understanding; and
 - e) This Memorandum of Understanding should be read together with the Act. This Memorandum of Understanding does not affect, modify or limit the powers of the Act or the Corporation as set out in the Act, or interfere with responsibilities of any of its parties as established by law.
- 3) The powers and responsibilities of the Minister set out in this Memorandum of Understanding may be exercised by the Minister, the deputy minister of the Ministry or another authorized official of the Ministry.

2. Purpose of the Memorandum of Understanding

- 1) This Memorandum of Understanding between the Minister and the Corporation:
- a) Clarifies the roles, duties and responsibilities of the Minister and the Corporation in relation to carrying out the powers and duties under the Act and the administrative matters as set out under the Act; and
 - b) Clarifies the administrative, financial, auditing, accountability, legislative and regulatory development, and working and reporting relationships between the parties.

3. Administration

- 1) The parties acknowledge that responsibility for the administration of the provisions of the Act is as provided for in the Act itself.
- 2) The Corporation has assumed responsibility for fulfilling the duties and responsibilities of all provisions in the Act.
- 3) The Statutory Mandate of the Corporation is defined by the objects of the Corporation as set out in subsection 3(1) of the Act.

4. Accountability Relationships

- 1) The Minister is accountable to the Legislative Assembly for the fulfilment of the Statutory Mandate by the Corporation.
- 2) The Board is accountable to the Minister through the Chair, for the

performance of the Corporation.

5. Roles and Responsibilities of the Parties

5.1 The Minister

- 1) The Minister is responsible for the Corporation's fulfilment of its Statutory Mandate. For this purpose, the Minister requires timely access to information, including in the event of an emergency or serious incident, from the Corporation as set out in the Information Sharing Protocol, attached as Schedule "A".
- 2) The Minister is responsible for bringing forward proposed changes to the Act to the Lieutenant Governor in Council and the Legislative Assembly.
- 3) The Minister may engage the Corporation:
 - a) throughout the policy development process,
 - b) in coordinating public and stakeholder communications regarding any proposed legislative, regulatory or policy changes, and
 - c) in the development of communication strategies for critical or on-going issues.
- 4) The Minister may provide the Corporation with an annual letter outlining the government's expectations and priorities with respect to the Corporation during the specified fiscal year. The letter would provide measurable expectations from the Minister that align with the Corporation's mandate as well as government priorities and commitments.
- 5) The Minister may provide policy guidance to the Corporation for its consideration relating to it fulfilling the duties and responsibilities under the Act.
- 6) The Minister may, where the Minister deems appropriate, delegate, make or assign to the Corporation such additional authority, appointments or consents as are within the Minister's authority, if the Corporation requires such additional authority, appointments, or consents to carry out its Statutory Mandate.
- 7) The Minister may, where the Minister deems appropriate, assist the Corporation in obtaining any additional authorities, appointments or consents which cannot be granted by the Minister.

- 8) The Minister may, where the Minister deems appropriate, assist the Corporation in working with other ministries to facilitate agreements and relationships with the Corporation.
- 9) The Minister shall not interfere with the independent exercise of the statutory functions fulfilled by the Corporation, including its assessors, and other officers exercising statutory and regulatory duties.
- 10) The Minister shall make reasonable efforts to meet with the Chair from time to time.

5.2 The Corporation

- 1) The Corporation shall, in accordance with section 2.2 of the Act, carry out its powers and duties under the Act in accordance with the law, the Act, Minister's orders, the regulations, and this Memorandum of Understanding.
- 2) The Corporation shall comply with the principles of promoting safe digging practices, increased efficiency and coordination of digging activities, and reducing damages to underground infrastructure through the operation of a call system as well as promoting the protection of public safety in addition to supporting timely responses to locate requests.
- 3) The Corporation shall, in accordance with subsections 5.1(2) and 5.1(6) of the Act, operate, as part of its call system, at least one contact centre located in Northern Ontario. The Corporation shall provide information as requested by the Minister, so that the Minister can determine whether the Corporation has met its statutory obligation.
- 4) The Corporation shall process locate requests in both English and French through its contact centre. The Corporation shall also make all reasonable efforts to provide services in French, including on its website, subject to the limits that are reasonable in the circumstances.
- 5) The Corporation, through the Chair, shall ensure that the Board is aware of the terms of this Memorandum of Understanding.
- 6) The Corporation is responsible for ensuring that it has adequate resources, including financial resources, to comply with this Memorandum of Understanding, the Act, and other applicable laws, and for acting in accordance with the business plan that it has provided to the Minister under clause 8(1)(a) of this Memorandum of Understanding.
- 7) The Corporation is responsible for developing and maintaining corporate by-

laws and shall make such by-laws available on its website within 10 days after the by-laws are passed by the Board and confirmed by the members of the Corporation.

- 8) The Corporation is responsible for developing and maintaining up-to-date written policies and procedures manual for each functional area of its business.
- 9) If the Minister appoints the Chair pursuant to subsection 2 (4.4) of the Act, the Corporation is responsible for developing, maintaining and making publicly available on its website up-to-date written procurement policies and procedures that comply with the Ontario Public Service Procurement Directive. If the Minister does not appoint the Chair, the Corporation is responsible for developing, maintaining and making publicly available on its website, up-to-date written procurement policies and procedures in keeping with the spirit and principles of the most recent Ontario Public Service Procurement Directive to ensure that goods and services, including consulting services and information technology are acquired through a process that is fair, open and transparent.
- 10) The Corporation is responsible for developing, maintaining and making publicly available on its website up-to-date written travel, meal and hospitality expenses policies and procedures in keeping with the spirit and principles of the most recent Ontario Public Service Travel, Meal and Hospitality Expenses Directive in order to set out principles for the reimbursement of expenses to ensure fair and reasonable practices, and to provide a framework of accountability to guide the effective oversight of resources in the reimbursement of expenses.
- 11) The Corporation is responsible for developing and maintaining appropriate performance measurements, governance, and financial management processes with sound internal controls to conduct the Corporation's operations effectively and efficiently.
- 12) The Corporation is responsible for developing, maintaining and making publicly available on its website up-to-date written policies and procedures for responding to and assisting in the resolution of member, excavator and other complaints received by the Corporation related to its fulfillment of the duties and responsibilities under the Act.
- 13) The Corporation is responsible for providing the Minister with timely information in relation to any matter requested by the Minister. The Corporation shall also provide information pursuant to the Information

Sharing Protocol attached as Schedule "A". This includes providing information and coordinating information to be made public in the event of an emergency or serious incident.

- 14) The Corporation is responsible for developing, maintaining and making publicly available on its website up to date written policies and procedures regarding service standards for notifying members of a locate request.
- 15) When able and appropriate, the Corporation shall coordinate its enforcement activities in relation to the investigation of serious incidents with the enforcement activities of other provincial and federal enforcement authorities, such as the Technical Standards and Safety Authority, Electrical Safety Authority and Ministry of Labour, Immigration, Training and Skills Development, to develop and maintain agreements and processes for coordinated enforcement activities.
- 16) When engaged by the Minister, in accordance with subsection 5.1(3), the Corporation shall participate in:
 - a) the policy development process;
 - b) coordinating public and stakeholder communications regarding any proposed legislative, regulatory or policy changes, and
 - c) the development of communication strategies for critical or on-going issues.
- 17) If the Minister exercises any of the Minister's powers under the Act, the Corporation shall take all necessary and advisable steps to ensure compliance with the power that has been exercised.

6. Membership

The Corporation shall provide the Minister with a copy of any by-laws, as amended from time to time, respecting the terms and conditions of membership in the Corporation and the conduct of persons required to be members pursuant to the Act.

7. Board and Statutory Appointments

7.1 Board Composition and Appointment of Board Members

- 1) Subject to any Minister's order made under the Act and any other legal obligations, the composition of the Board, the selection criteria, selection

process and term of office of Board members, other than Ministerial appointees, shall be established by by-law with the approval of the membership. The Corporation shall provide such by-laws to the Minister for review and approval prior to submitting them to the Board or membership as the case may be.

- 2) Regarding Ministerial appointees, the by-laws of the Corporation may include provisions that reflect the content of section 2 of the Act for completeness.
- 3) The Corporation shall obtain the Minister's prior approval of any change in the by-laws or any resolutions, including special resolutions, as the case may be, respecting Board composition, the selection criteria, selection process and term of office of its Board members.
- 4) No person may sit as a member of the Board while the person is an employee of a trade association representing the interests of the regulated industry.
- 5) Subject to the provisions of the Not-for-Profit Corporations Act, 2010, the by-laws of the Corporation shall not grant to any person who is not a Board member the right to notice of meetings of the Board or the right to attend meetings of the Board.
- 6) The Corporation shall develop and maintain competency criteria for the Board setting out the types of skills and competencies that are required on the Board, a copy of which shall be approved by the Minister and attached to this Memorandum of Understanding as Schedule "B".
- 7) The Board selection criteria in Schedule "B" shall be inclusive and shall require reasonable efforts to include members on the Board who reflect a variety of perspectives, including public safety or public interest perspectives. Board members shall also reflect the diversity of Ontario, including gender, geographic distribution, and ethnicity. The Corporation shall make the selection criteria public.
- 8) The Minister shall have regard to the competency criteria and selection criteria used by the Board when making appointments to the Board.
- 9) The Board recognizes that Board members appointed by the Minister in accordance with the Act may include representatives of consumer groups, business, government organizations, or such other interests as the Minister determines.
- 10) The Minister shall endeavour to make appointments to the Board in a timely manner.

- 11) Board members appointed by the Minister shall be remunerated by the Corporation in an amount and on a basis that is equivalent to all other Board members. If such a Board member is employed by the public service of Ontario as defined in the Public Service of Ontario Act, 2006, the Board member shall not receive any remuneration unless permitted under the Ontario Public Service Agencies and Appointments Directive or any successor directive.
- 12) The Board shall ensure that new Board members complete any training required by the Minister within six (6) months of being elected or appointed, or when next available.

7.2 Information Required from the Board

- 1) The Board shall conduct a Board evaluation in accordance with best practices at least once every two years. The evaluation may be facilitated by an independent third party. The results of the evaluation shall be summarized in a report and a copy of the report shall be provided to the Chair. The Chair shall provide a copy of the report to the Minister upon request.
- 2) The Board shall adopt a binding code of conduct for the Board members to prevent the possibility of any Board member advancing his or her personal or business interests, or the interests of another person or organization, ahead of the interests of the Corporation. The code of conduct for Board members, as it may be amended from time to time, is subject to the approval of the Minister. Upon approval by the Minister, such code shall be attached to this Memorandum of Understanding as Schedule "C".
- 3) The annual meeting, at which the Board shall present its annual report and audited financial statements, and report to the members of the Corporation on the affairs of the Corporation for the immediately preceding year, shall be open to the general public and the Board shall make reasonable efforts to inform the general public of such meeting.
- 4) Upon request from the Minister, the Board shall establish an advisory process for direct input to the Board on issues of importance to interested parties (e.g., members, excavators, locate service providers, and other stakeholders). The terms of reference of such a process shall be made public and a report on the activities and advice provided by this process shall be included in the annual report.

7.3 Minister's Appointment of Chair

- 1) In accordance with subsection 2 (4.4) of the Act, the Minister may appoint the

Chair from among the Board members and for this purpose the Minister shall have regard to the views of the Board, the competency criteria used by the Board, the Corporation's succession planning, and any other matter the Minister considers advisable in the circumstances.

7.4 Statutory Officials

- 1) The Corporation acknowledges that enforcement and compliance officials, including assessors, exercise statutory duties that require independent decision-making and, for that purpose, the Corporation agrees that the Board shall not interfere with the independent exercise of these enforcement and compliance responsibilities but may review the manner in which those responsibilities are carried out, consistent with the Board's corporate and regulatory governance responsibilities.

8. Corporate Reporting

- 1) The Corporation shall:
 - a) each year, provide the Minister with a business plan (as described in Schedule "D") for the forthcoming year, in a format acceptable to the Minister, no later than thirty (30) days before the end of the Corporation's current fiscal year;
 - b) each year, provide the Minister with an annual report (as described in Schedule "D") in a format acceptable to the Minister, no later than one hundred and twenty (120) days after the end of the Corporation's previous fiscal year;
 - c) enable the Minister to review and comment on the documents referred to in clauses (a) and (b) within a reasonable time period, estimated to be approximately thirty (30) days from the receipt of the documents, under normal circumstances, and prior to final approval of the Board.
- 2) The Corporation's business plan shall set out a summary of the activities it will undertake to ensure that its goods, services and facilities are accessible in accordance with the Accessibility for Ontarians with Disabilities Act, 2005, and any relevant additional accessibility related activities. The Corporation's annual report shall account for how these accessibility-related activities were provided.
- 3) The Corporation's business plan shall set out the means by which services related to the administration of the Act are provided in French, and the Corporation's annual report shall account for how these French language

services were provided.

- 4) The Corporation's business plan shall set out the means by which complaints received by the Corporation related to carrying out its powers and duties under the Act are managed and resolved and the Corporation's annual report shall account for how these complaints were responded to and resolved.
- 5) The Corporation:
 - a) shall make the business plan referred to in clause (1)(a) available to the public, including by posting on the Corporation's website, no later than thirty (30) days after final approval of the Board;
 - b) shall publish the annual report referred to in clause (1)(b) to the Corporation's website and by any other method no later than thirty (30) days after the annual report receives final approval of the Board.
- 6) The Corporation shall conduct a client satisfaction/value survey of all or a sampling of its clients, including members and excavators, as well as stakeholders, at least once every two years. The client satisfaction/value survey may be facilitated by an independent third party. The Corporation shall share a summary of the survey results with the Minister. The Corporation's annual report and website shall also include a synopsis of the results of the client satisfaction/value survey, as conducted.
- 7) The Corporation shall have a risk management framework and risk management plan for managing risks that the Corporation may encounter in meeting its program and service delivery objectives as described in Schedule "D".
- 8) The Corporation shall establish performance measures regarding fulfilling the duties and responsibilities under the Act, which is subject to the approval of the Minister. This stable set of performance measures will reflect the sector and enable a year-to-year comparison. Where a year-to-year comparison is not possible because of a change in performance measures, the Corporation shall give the Minister sufficient information to enable a proximate comparison of the changed performance measure.
- 9) The Corporation shall provide the Minister with performance targets and results for the performance measures approved by the Minister in subsection (8) on an annual basis and upon request by the Minister. Where the Corporation does not meet any one or more of its performance targets, the Corporation shall identify any variance from the target and provide a written rationale to the Minister.

9. Regulatory Governance

- 1) The Board shall be responsible for carrying out the following regulatory governance functions:
 - a) reviewing the adequacy and effectiveness of the Corporation's enforcement and safety framework to ensure compliance with the Act;
 - b) reviewing implementation of and reporting on the enforcement of the Act, as well as the operations of the safety framework; and
 - c) providing strategic advice to the Minister on potential or proposed legislative or regulatory changes.

10. Financial Arrangements

- 1) The Corporation shall ensure that it has adequate resources to comply with this Memorandum of Understanding and the Act consistent with the business plan that it has provided to the Minister under clause 8(1)(a) of this Memorandum of Understanding.
- 2) The Corporation acknowledges it cannot collect or retain as revenue any fines imposed by a court further to proceedings taken by the Corporation under the Provincial Offences Act.
- 3) The Corporation may establish fees, subject to any limitations on the amount imposed by the Act, costs and other charges related to its fulfillment of the duties and responsibilities under the Act in accordance with the process and criteria approved by the Minister, as set out in the attached Schedule "E".
- 4) The Corporation shall make publicly available, including by posting on its website,
 - a) its fees, costs and other charges,
 - b) the process and criteria by which its fees, costs and other charges are established, and
 - c) any rules governing the payment of its fees, costs and other charges.
- 5) The Corporation shall report to the Minister at the earliest opportunity if there is any reason for concern about the financial state of the Corporation.

11. Records, Privacy and Access

- 1) To the extent permissible by law, all records obtained from any source, created, or maintained by the Corporation in the course of fulfilling its duties and responsibilities under the Act are the property of the Corporation and the Corporation is the sole owner and custodian of such records and may use them for its legitimate purposes in fulfilling its duties and responsibilities under the Act.
- 2) All records that are the property of the Corporation shall be maintained in keeping with the records retention and destruction schedules established by the Corporation.
- 3) The Corporation shall have an access and privacy code addressing issues of access to its records, protection of personal information, and effective procedural rights and remedies. This code shall protect privacy and provide access in accordance with the principles of the Freedom of Information and Protection of Privacy Act and provide an effective procedure in support of these principles. Upon approval by the Minister, the code shall be attached to this Memorandum of understanding as Schedule "F".
- 4) The Corporation shall comply with the access and privacy code referred to in subsection (3), and shall make the code available to the public, including by posting on the Corporation's website.
- 5) The Corporation shall obtain the Minister's approval of any changes to the access and privacy code.

12. Litigation

- 1) The following provisions address any litigation arising after or as a result of the Corporation's establishment as a statutory corporation.
- 2) Civil and administrative litigation, including inquests, related to the Act in which the Crown is a defendant or an interested party, as a result of any alleged act or omission of the Corporation in carrying out its powers and duties under the Act shall be defended or otherwise carried out by the Corporation (with full right and power to choose legal counsel and with full right and power to reach a settlement which binds the Corporation and, with the Crown's consent, binds the Crown), unless the parties expressly agree otherwise. The Corporation shall be responsible for all costs of the litigation and for the payment of any settlement costs agreed to and payable by it and any damages awarded against it, as a result of any act, omission or fault of the Corporation subject to an order of the court or agreement between the parties. The parties agree that the Crown reserves the right to defend or

otherwise carry out any such litigation on its own behalf and at its own cost in respect of its own interest where it determines that it has an independent interest in the litigation.

- 3) Any proceedings, and any civil, criminal or administrative litigation, including inquests, not related to the Corporation carrying out its powers and duties under the Act, in which the Crown is a defendant or an interested party, arising from or in any way connected with any activity undertaken by, or alleged act or omission of the Corporation, shall be defended or otherwise carried out by the Corporation. The Corporation shall be responsible for all costs of the proceedings or litigation and for the payment of any settlement costs agreed to and payable by it and any damages awarded against it. The parties agree that the Crown reserves its right to defend or otherwise carry out any such proceedings or litigation on its own behalf and at its own cost where it determines that it has an independent interest in the proceedings or litigation.
- 4) The Minister or the Crown shall cooperate with the Corporation for the purpose of the Corporation's defence or other participation in the litigation referred to in subsections (2) and (3) including providing documentation or information and providing witnesses in such litigation, where appropriate.
- 5) The Corporation shall carry out all prosecutions related to the Act on its own behalf and in its own name, all in accordance with, pursuant to and in furtherance of the obligations of the Corporation to carry out its powers and duties under the Act. The Corporation shall develop policies for the conduct of prosecutions that accord with the principles set out in any Ministry of the Attorney General prosecution-related policies, guidelines, codes or similar documents provided to it by the Minister. In carrying out prosecutions related to the Act, the Corporation shall conduct prosecutions in the public interest and in a manner consistent with such policies.
- 6) The Minister shall keep the Corporation informed of any litigation by or against the Crown or in which the Crown is an interested party that may affect the interests of the Corporation.
- 7) The Corporation shall keep the Minister informed of any litigation by or against the Corporation or in which the Corporation is an interested party that may affect the interests of the Crown.

13. No Indemnity

- 1) Both parties acknowledge and agree that neither party is indemnifying the other party in respect of any third party claims that may arise out of any

aspect of the activities of the Crown in Right of Ontario related to the Act, or that may arise out of any aspect of the activities the Corporation, its members, stakeholders or otherwise arising.

14. Insurance

- 1) The Corporation shall take all reasonable steps to protect itself from and against all claims which might arise from the carrying out of the administration of the Act and the exercise or performance of its duties under the Act by the Corporation, its Board members, appointees, officers, employees and agents. The Corporation shall at all times maintain adequate insurance against liability arising out of the Corporation's carrying out of the administration of the Act, the exercise or performance of its duties or powers under the Act and this Memorandum of Understanding including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5,000,000 per occurrence, \$5,000,000 products and completed operations aggregate. The policy is to include the following:
 - a) His Majesty the King in Right of Ontario as represented by the Minister as additional insureds with respect to liability arising in the course of performance of the Corporation's obligations under, or otherwise in connection with, the Act;
 - b) cross-liability clause;
 - c) thirty (30) day written notice of cancellation, termination or material change; and,
 - d) non-owned automobile coverage with blanket contractual coverage for hired automobiles.
- 2) The Corporation shall provide the Minister with certificates of insurance or other proof as may be requested by the Minister, that confirms all of the insurance coverage as provided for in subsection (1), and renewal replacements on or before the expiry of any such insurance.
- 3) If the Crown imposes an obligation on the Corporation by obtaining the enactment of legislation, making a regulatory change or otherwise, which gives rise to exposure to liability on the part of the Corporation for which the Corporation cannot reasonably obtain appropriate liability insurance, the Corporation shall provide immediate notice to the Minister in writing of the uninsured risk and subject to government approvals that may be required, if

any, the Corporation and the Minister shall identify appropriate measures to resolve the issue to the satisfaction of both parties. Where government approval is required, the Minister shall make reasonable efforts to obtain the necessary approvals.

15. Non-Regulatory Business & Additional Objects

- 1) The Corporation shall only enter into non-regulatory business ventures that promote the protection of the public interest and enhance public safety. For this purpose, the Corporation shall comply with the principles set out in the Non-Regulatory Business Policy set out in Schedule "G".
- 2) For any non-regulatory business venture, the Corporation shall submit to the Minister a statement confirming that such non-regulatory business venture will not negatively impact the Corporation's regulatory business. The form and content of the statement shall be as detailed in Schedule "G".
- 3) The statement shall be provided to the Minister prior to the Corporation entering into a business venture for the non-regulatory business.

16. Code of Conduct for Compliance Personnel

- 1) The Corporation shall develop a code of conduct for its compliance personnel relating to the Corporation's compliance and enforcement responsibilities under the Act and any other legislation that is in keeping with the spirit and principles of the most recent Ontario Public Service Regulators' Code of Practice.
- 2) The Corporation shall provide its code of conduct to the Minister, as it is updated from time to time, make it available to the public, and post the code on the Corporation's website.

17. Administrator

The parties recognize that the Minister has the power under section 2.3 of the Act to appoint an administrator if the Minister is of the opinion that it is advisable in the public interest because at least one of the following conditions is satisfied:

- a. The appointment is necessary to prevent serious harm to underground infrastructure, public safety or to the interests of the public.
- b. An event of force majeure has occurred.
- c. The Corporation is facing a risk of insolvency.

- d. The number of members of the board of the Corporation is insufficient for a quorum.

18. Dispute Resolution

The parties agree to use reasonable efforts to resolve any disputes that may arise out of or in connection with this Memorandum of Understanding or carrying out the powers and duties under the Act.

19. Communications and Information Sharing

- 1) Each of the parties shall designate an individual who will be the primary contact for all issues and communications related to this Memorandum of Understanding, the Act and carrying out the powers and duties under the Act.
- 2) The parties shall develop procedures for the sharing of information and the resolution of issues that may arise in the Corporation carrying out its powers and duties under the Act. Upon approval by the Minister, such procedures shall be attached to the Memorandum of understanding as Schedule "A".

20. Reviews and Audits

- 1) The Minister may request to the Corporation that:
 - a) policy, legislative or regulatory reviews related to the Act or this Memorandum of Understanding be carried out.
 - b) reviews of the Corporation, its operations, or both, including performance, governance, accountability and financial reviews, be carried out.
- 2) If the Minister requests the Corporation or a person on behalf of the Corporation carry out a review mentioned in subsection 20 (1), the Corporation shall share the results of any reviews with the Minister.
- 3) If the Minister specifies another person or entity to carry out a review mentioned in subsection 20 (1), the Minister shall ensure that the person or entity consults with the Corporation as appropriate during any such review.
- 4) The Auditor General appointed under the Auditor General Act may conduct an audit of the Corporation upon request by the Minister pursuant to s.17 of the Auditor General Act, other than an audit required under the Not-for-Profit Corporations Act, 2010.

- 5) Upon the Auditor General conducting an audit, the Corporation shall provide the Auditor General and its employees access to all records and any information required to conduct the audit, as may be requested by the Auditor General.
- 6) The Corporation shall forthwith notify the Minister upon receiving notice from the Auditor General of an audit conducted on the Corporation.
- 7) The Corporation shall cooperate in any review or audit requested by the Minister or required by the Auditor General.

21. Severability of Provisions

The invalidity or unenforceability of any provision of this Memorandum of Understanding will not affect the validity or enforceability of any other provision of the Memorandum of Understanding. Any invalid or unenforceable provision will be deemed to be severed.

22. Assignment

Neither the Corporation nor the Minister shall assign this Memorandum of Understanding in whole or in part without the express written consent of the other.

23. Waiver

If a party fails to comply with any term of the Memorandum of Understanding, that party may only rely on a waiver of the other party if the other party has provided a written waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

24. Independent Parties

The Corporation is not an agent, joint venture, partner or employee of the Crown, and the Corporation shall not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

25. Jurisdiction

This Memorandum of Understanding shall be governed by the laws of the Province of Ontario and applicable laws of Canada.

26. Conflict

In the event of a conflict between the provisions of this Memorandum of

Understanding, the Act, or a Minister order made under the Act, the Act or the Minister's order, as the case may be, prevails.

27. Amendment and Review of Memorandum of Understanding

- 1) The terms of this Memorandum of Understanding may only be added to, deleted, varied or amended with the consent of both parties. Such amendments shall be in writing, dated, and signed by both parties and attached to this Memorandum of Understanding.
- 2) The parties shall amend this Memorandum of Understanding as required to accommodate any changes to the Act.
- 3) Upon a change in the Minister or Chair of the Board, the new Minister or new Chair, as the case may be, must, within six (6) months of the change, send a letter to the other party affirming their awareness of the Memorandum of Understanding in order to facilitate compliance with the requirements of the Memorandum of Understanding.
- 4) The parties shall conduct a review of this Memorandum of Understanding within five (5) years of execution to ensure it is current. Despite the foregoing, either party may initiate a review of the Memorandum of Understanding when advisable in the public interest upon giving notice in writing to the other.

28. Public Document

The parties agree that this Memorandum of Understanding shall be made available to the public by either party upon request to that party by any member of the public. The Corporation shall post this Memorandum of Understanding on its website within thirty (30) days of the effective date of this Memorandum of Understanding and thirty (30) days of execution of any amendments thereafter.

29. Entire Memorandum of Understanding

The Minister and the Corporation agree that this Memorandum of Understanding, as amended from time to time in accordance with section 27 of this Memorandum of Understanding forms the entire Agreement between the parties and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution of this Memorandum of Understanding.

30. Effective Date

This Memorandum of Understanding comes into effect on the later date of

execution by the parties and will supersede and replace any prior administrative Memorandum of Understandings made between the parties.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding.

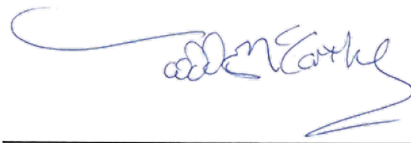
Ontario One Call

A handwritten signature in black ink, appearing to read "M. Bair", written over a horizontal line.

Chair of the Board

Date: Sept 10, 2024

**His Majesty the King in right of
Ontario**

A handwritten signature in blue ink, appearing to read "Adrian Croxall", written over a horizontal line.

Minister of Public and Business Service
Delivery and Procurement

Date: October 8, 2024

SCHEDULE "A" – INFORMATION SHARING PROTOCOL

ONTARIO ONE CALL

This Schedule outlines information sharing protocols recognizing that Ontario One Call (the Corporation) shall respond in an expeditious manner to all requests made by the Minister, including requests in respect of:

- 1) the governance of the Corporation;
- 2) the powers and duties under the Act carried out by the Corporation; or
- 3) the Memorandum of Understanding.

This Schedule outlines information sharing protocols not already specified in the Memorandum of Understanding or other schedules to the Memorandum of Understanding.

Unless specifically outlined in this Schedule, when making information requests of the Corporation, the Minister shall inform the Corporation of the timeframe in which the information is needed.

Prior to any personal information being shared, the Minister and the Corporation will confirm how it will be used, that there is legal authority to share it, that any notice requirements have been addressed, as well as the method for sharing, securing and disposing of the personal information. For this purpose, "personal information" has the same meaning as in the Freedom of Information and Protection of Privacy Act.

To facilitate information sharing, the Corporation and the Minister will seek to achieve a "one-window" policy with the Corporation and the Ministry's Public Safety and Operations Policy Branch (PSOP) unless otherwise specified by the Minister, being the access points.

In addition, the Corporation and PSOP shall make reasonable efforts to meet quarterly to discuss current issues, needs and other matters necessary for the proper administration of this Schedule.

Description	Responsibility	
	Minister	One Call
Information Requests		
Information requests made by the Minister to the Corporation.	The Minister shall make reasonable efforts to share with the Corporation the context in which the request for information is being made.	The Corporation shall respond in an expeditious manner to all requests made by the Minister.

Description	Responsibility	
	Minister	One Call
Cabinet Submissions		
All issues	PSOP will develop Cabinet submissions, as required, in cooperation with other Ministry branches.	The Corporation is consulted where appropriate.
Correspondence		
The Minister and the Corporation will work together to draft responses whenever possible, in a timely fashion, respecting that PSOP is required to respond to most correspondence within five (5) business days.		
On all subjects directed to the Minister	PSOP will: • action to the Corporation or • draft a reply indicating referral to the Corporation for direct response or • draft a reply.	The Corporation will: • respond directly under the Corporation's signature and copy PSOP as appropriate, or • supply PSOP with information required for the Minister to reply.
Briefing Notes		
For Minister meetings with the Corporation's stakeholders	PSOP will coordinate preparation of meeting materials and to notify the Corporation of any such meetings and discuss with the Corporation.	The Corporation will provide PSOP with relevant information on stakeholders/issues.
For the Corporation's meetings with Minister stakeholders (e.g. other ministries or agencies)		The Corporation will make reasonable efforts to notify PSOP of the meeting, discuss outcomes with PSOP, and provide additional information upon request.
Issue Notes		
The Minister and the Corporation will work together to issue responses in a timely fashion respecting the requirement for PSOP to respond to all requests for issue notes within specific timeframes (i.e., short notice or outside of regular business hours).		

Description	Responsibility	
	Minister	One Call
On any subject (designed for use in the Legislature)	PSOP will prepare the issue note and provide it to the Ministry's Communications Branch. Requests for information made to the Corporation to develop the issue note will be accompanied by a timeline for response.	The Corporation will make all reasonable efforts to provide information to PSOP within timeframe specified.
Issues Management		
Emergencies, accidents and fatalities	When the Minister is informed by the Corporation or through media reports, PSOP will provide the Ministry's Communications Branch with key information as quickly as possible and monitor for updates.	The Corporation will inform PSOP and provide relevant details, key messages and response strategy as soon as possible.
Other possible contentious issues (e.g. stakeholder grievances/concerns, etc.)	PSOP will inform the Ministry's Communications Branch.	The Corporation will inform PSOP and provide relevant details, key messages and response strategy as soon as possible.
Media Relations		
Requests made to the Minister for interviews and background material on the Corporation's operational issues	Ministry's Communications Branch will notify PSOP, who will then, as appropriate, refer the request to the Corporation or obtain the required information.	The Corporation will provide the required information or, if requested by the Minister, respond directly and advise PSOP of the outcome from the media engagement.
Media releases issued by the Corporation	PSOP will share a copy of the Corporation's media release with the Ministry's Communications Branch for information and review.	The Corporation will prepare and share a copy of its media release with PSOP five to seven business days in advance or its earliest opportunity and before the release is issued to media. The Corporation will request the Ministry's review if required under its agreed upon media protocol with the Ministry.

Description	Responsibility	
	Minister	One Call
Speeches/Speaking Notes		
All Minister speeches/speaking notes (any topic)	Ministry's Communications Branch will prepare, and PSOP will advise the Corporation.	The Corporation will supply PSOP with information as required.
Performance Measures		
Metrics and performance measure results	PSOP may request metrics and performance measure results from the Corporation from time to time.	The Corporation will supply PSOP with metrics and performance measure results, as available, at the time of request or when the Corporation determines there is a risk that it will not achieve its target performance measure.
Marketing / Public Relations Events		
Collaboration on Marketing / Public Relations Events	PSOP and the Ministry's Communications Branch will work collaboratively with the Corporation to: - plan and develop joint marketing and public relations events between the Minister and the Corporation - obtain information on the Corporation's specific events and, industry events to be attended by the Corporation, communications research and best practices. PSOP will be the lead in contacting the Corporation about communications activities, respecting the one-window approach. However, the Communications Branch may follow up directly with the Corporation while keeping PSOP fully informed of discussions and planned activities.	The Corporation will work collaboratively with PSOP and the Ministry's Communications Branch to: - plan and develop joint marketing and public relations events between the Corporation and the Minister. - provide information on the Corporation's specific events and, industry events to be attended by the Corporation, communications research and best practices The Corporation will initially contact PSOP about communications activities, respecting the one-window approach. However, the Corporation may subsequently follow up directly with the Ministry's Communications Branch, while keeping PSOP fully informed of discussions and planned activities.

Description	Responsibility	
	Minister	One Call
Other		
Information concerning Board member competencies	PSOP will make requests to the Corporation for information as and when required.	The Corporation shall provide to PSOP at least once annually, and as requested, the Board's skills profile.
Information concerning any proposed changes by the Corporation to written policies, by-laws or interpretations.	PSOP will make requests to the Corporation for information as and when required.	The Corporation will inform PSOP with appropriate notice of any proposed changes that affect stakeholders a minimum of 30 days prior to such changes being communicated to stakeholders.
Information concerning communications campaigns/activities undertaken by the Corporation	PSOP will make requests to the Corporation for information regarding planned communications campaigns/activities, including public education campaigns.	The Corporation will provide information on key communication activities to PSOP on request.
Information regarding administrative penalties (AP)	PSOP will make requests to the Corporation for information regarding the Corporation's APs regime, including with respect to orders issued, as and when required.	The Corporation will provide PSOP with the requested information within the timeframe specified by PSOP.

Ontario One Call



Chair of the Board

Date: Sept. 10, 2024

His Majesty the King in right of Ontario



Minister of Public and Business Service
Delivery and Procurement

Date: October 8, 2024

SCHEDULE “B” – COMPETENCY AND SELECTION CRITERIA FOR MEMBERS OF THE BOARD OF DIRECTORS

ONTARIO ONE CALL

This Competency and Selection Criteria applies to all members of the Board of Directors (“Directors”) of Ontario One Call, otherwise known as “the Corporation”.

As a basic prerequisite, each Director shall be an individual who is not less than 18 years of age, has not been found under applicable legislation in Ontario to be incapable of managing property, has not been found by any court in Canada or elsewhere to be incapable, and does not have the status of bankrupt person.

General competencies and people skills for effective participation as a contributing Director, such as collaboration, completing tasks promptly, and building consensus, are considered prerequisites.

Each Director brings unique skills and experience to the Board. In selecting new Board members, attention will be given to ensuring that the collective mix of skills and experience supports the Board’s ability to add strategic value to the Corporation.

The Board will strive to be constituted to reflect the diversity of Ontario, with an inclusion lens applied to consider gender, race, age, geographical representation, accessibility, language and other diversity criteria.

Collective Board Skills and Experience

Collectively, Board members should:

- demonstrate a commitment and interest in the Corporation;
- act with integrity and have good judgment;
- possess a positive orientation for public safety and proactive consumer protection initiatives;
- provide strong participation that strives for excellence and supports consensus-building;
- be strategic thinkers who take a governance-focused approach to Board responsibilities; and
- demonstrate a willingness to proactively support the Corporation’s mandate, mission, and vision.

The Minister-appointed Board members may include representatives of the public, consumer groups, businesses, government organizations and representatives of other interests as the Minister determines.

Skills and Experience

Consideration of existing Board strengths and identification of any gaps should be used to recruit new Board members who complement the existing Directors' knowledge and experience, to address the following skills and experience across the full Board as much as possible:

- **Change Management:** Knowledge or experience with change management principles and frameworks. Has either led major change within a business environment or has provided strategic insight to management to facilitate a significant transition. Able to adjust and balance priorities to effect change and to provide leadership in adapting goals, plans, systems and processes to respond effectively to business transformations. Can assist the Corporation with planning, implementing and evaluating transformation strategies to improve organizational performance while respecting existing business culture.
- **Communications:** Competency in brand, reputation, and communication. Direct experience in organizations with large stakeholder base; knowledge of survey methodology; experience in developing or providing oversight regarding strategic communications frameworks. Experience and thorough understanding of marketing, including social and traditional media, technology, brand and planning.
- **Diversity, Inclusion and Accessibility:** Experience in or knowledge of championing diversity, inclusion and accessibility in governmental, not-for-profit or private sector organizations.
- **Financial Oversight and Planning:** Competency with oversight of financial and audit matters, including financial accounting, reporting, corporate finance, investment, tax, risk management and compliance requirements.
- **Government Relations:** Competency in the legislative process, policy development, Ontario Public Service, administrative authorities, or government agencies. Knowledge of broad public policy development, critical analysis of options, strategic advocacy, and implementation of public policy. Experience working within or with provincial or other levels of government, to facilitate the liaising, reporting, and relationship-building necessary to establish a sound footing for the ongoing oversight and accountability relationships.
- **Governance:** Experience overseeing and directing a corporation by supervising, building consensus and contributing to executive management. Previous leadership role experience on a board or a senior executive capacity of a public or private company, with similar size, complexity and scope of the Corporation, with mature governance and risk management practices.

- **Human Resources:** Knowledge or expertise in strategic human resource management. This may include workforce planning, employee engagement, succession planning, organizational capacity, compensation, and professional development.
- **Industry Knowledge and Experience:** Knowledge of or expertise with underground infrastructure owners and operators and excavators. This may include an understanding of trends, challenges and opportunities, or unique dynamics within the sector that are relevant to the Corporation.
- **Information Management:** Competency with the planning, procurement and management of IT data collection/analysis/use and systems related thereto, including experience in supervision, accountability, and oversight.
- **Legal:** Experience or knowledge in interpreting and applying legislation, regulations and compliance requirements, or the legal requirements to support a not-for-profit corporation.
- **Not-for-Profit Experience:** Experience being in a leadership or decision-making role within a not-for-profit corporation or familiarity with a not-for-profit corporation.
- **Operations:** Experience with, or can demonstrate knowledge or expertise in, sound management and operational business processes and practices. This competency may include an understanding of topics such as managing complex projects, leveraging information technology, planning and measuring performance, and allocating resources to achieve outcomes.
- **Risk Management:** Experience or knowledge of the process of assessing risk and acting in such a manner, or prescribing policies and procedures, to avoid or minimize loss associated with such risk including having a practical understanding of operational, environmental and reputational risks. An understanding of the Board's role in the oversight of risk management principles and practices in the context of good corporate governance is important.
- **Safety:** Experience or knowledge of promoting, enforcing and/or undertaking activities that enhance public and worker safety in safe digging practices or other public safety services
- **Strategic Planning:** Experience with strategic business planning and the ability to generate and apply strategic thinking regarding unique business insights and

opportunities of relevance to the Corporation. An understanding of how an organization must evolve considering internal and external trends and influences.

Ontario One Call

A handwritten signature in black ink, appearing to read "M. L. Pate", written over a horizontal line.

Chair of the Board

Date: Sept 10, 2024

**His Majesty the King in right of
Ontario**

A handwritten signature in blue ink, appearing to read "Eden Corke", written over a horizontal line.

Minister of Public and Business Service
Delivery and Procurement

Date: October 8, 2024

SCHEDULE “C” – CODE OF CONDUCT FOR DIRECTORS

ONTARIO ONE CALL

SCOPE

This Code of Conduct (“Code”) relates to governance practices, confidentiality and conflict of interest matters and applies to all members of the Board of Directors (“Directors”) of Ontario One Call, otherwise known as the “the Corporation”.

INTRODUCTION

The Board has approved this Code as a supplement to any requirements for Directors including those contained in relevant legislation and the Corporation’s by-laws, in order to assist Directors in understanding and performing their duties and responsibilities.

1. Compliance with Laws and Policies

Each Director shall:

- a. Comply with all laws applicable to their role as a Director of the Corporation.
- b. Comply with all policies applicable to the Directors.
- c. Comply with any Minister’s Orders.
- d. Promptly report to the appropriate authority within the Corporation, according to the Corporation’s policies, any observed illegal, fraudulent or other suspected misconduct by a Director or employee or officer of the Corporation.

2. Complement to Legislation and By-laws

The provisions of this Code are intended to complement and enhance in a consistent manner the requirements that arise under the Ontario Underground Infrastructure Notification System Act, 2012, the Not-for-Profit Corporations Act, 2010 and the Corporation’s by-laws.

3. Memorandum of Understanding

The provisions of this Code are also intended to complement and enhance in a consistent manner the requirements that arise under this Memorandum of Understanding.

4. Duties and Responsibilities of the Corporation’s Directors

Each Director is expected to act in the best interests of the Corporation at all times and be an active participant in the Board.

A Director is responsible to:

- a. Diligently fulfill the requirements and obligations of a Director;
- b. be informed of the documents and legislation under which the Corporation exists, including but not limited to, the Act and regulations, the Not-for-Profit Corporations Act, 2010 ("NFP Act") and its regulations, by-laws, rules, mission, values, codes of conduct, and policies as they pertain to the duties of a Director;
- c. devote sufficient time to Board affairs and Board committee meetings;
- d. assist in the achievement of corporate strategic objectives and business plans;
- e. maintain public confidence in the conduct of the Board's business;
- f. ensure that they and the Board as a whole act in the best interests of the Corporation rather than in the interests of an individual member or stakeholder or any other interests;
- g. not be influenced by self-interest, outside pressure, expectation of reward or fear of criticism;
- h. act with honesty and integrity and conduct themselves in a manner consistent with the nature and the responsibilities and the maintenance of public confidence;
- i. offer their perspectives and opinions on issues that are the subject of Board discussion and decision;
- j. voice, clearly and explicitly at the time a decision is being taken, any opposition to a decision being considered by the Board;
- k. ask the Directors to review a decision, if they have reasonable grounds to believe that the Board has acted without full information or in a manner inconsistent with its fiduciary obligations;
- l. know and respect the distinction in the roles of Board and staff consistent with the principles of governance policies;
- m. exercise vigilance for and declare any apparent or real personal conflict of interest in accordance with applicable legislation, the by-laws, policies, and with this code; and
- n. comply with all other codes and policies approved by the Board from time to time.

Any Director who believes that their ability to meet these expectations is at risk, or may appear to be at risk, shall advise the Board Chair and together they will consider whether the Director should either:

- i) declare a conflict of interest and recuse themselves in respect of the particular matter; or
- ii) offer to resign from the Corporation.

The need to take such action may arise in the following circumstances:

- A change in affiliation or employment;
- A conflicting personal interest;

- The Director being unable to act in the best interests of the Corporation;
- The Director being unable to attend meetings consistently.

5. Conduct of Each Director

To enable the Board to discharge its collective responsibilities for stewardship, including oversight and strategic leadership, each Director shall:

- demonstrate a good understanding of, and a willingness to learn current corporate governance practices;
- take all reasonable steps to ensure that they and the Board, as a whole, act in the best interests of the Corporation, rather than in the interests of any individual or group;
- bring to the attention of the Board a perspective based on their background or experience;
- exercise the duties and functions as a Director only at meetings of the Board or its committees or as specifically delegated by the Board;
- maintain independence and objectivity;
- conduct themselves fairly, ethically and with integrity;
- direct all external inquiries to the Board Chair and/or Chief Executive Officer (CEO) and President;
- direct any requests about the Corporation to the CEO and President;
- declare in a full, true and plain fashion any real, perceived, or potential conflict promptly to the Board Chair and leave the room for the deliberations concerning the matter, and not vote or, influence the vote on any such matter; and
- monitor their continued ability to meet the foregoing expectations.

6. Functions of the Board and Committees of the Board

The Board and each Committee of the Board (Committee) have regularly scheduled meetings announced prior to the beginning of each calendar year. The Board and each Committee, and each member of the Board and member of each Committee are expected to perform a number of regular duties and functions each year in keeping with each of the Board of Director guidelines, Committee terms of reference, and calendars of responsibilities, as well as several specific functions including, where applicable to them, the following:

- appointing, evaluating, compensating, selecting, and, if or when necessary, terminating the CEO & President;
- overseeing succession planning of the CEO & President;
- reviewing the financial condition of the Corporation to ensure that effective financial and capital management practices are being followed, including monitoring the design and implementation of the internal controls of the Corporation;

- d. identifying, assessing and approving the material financial and non-financial risks of the Corporation, reviewing the internal controls for their mitigation, and reviewing independent assurance of the foregoing; and
- e. reviewing, providing input on, and approving the strategy of the Corporation, including the key performance indicators to measure the implementation of the strategy.

7. Confidential Information

Each Director's obligation of confidentiality arises from the Director's fiduciary duty to the Corporation. Each Director agrees to respect the confidentiality of matters brought before the Board, or any of its Committees, or comes to their attention in the course of their duties as a Director, unless required by applicable law or legal process to disclose information.

8. Avoiding Conflicts of Interest

- a. Every Director who, either directly or indirectly, has or thinks they may potentially have a Conflict of Interest with respect to a proposed or current contract, transaction, matter or decision of the Corporation shall disclose the nature and extent of the Conflict of Interest at a meeting of the Board. The declaration of Conflict of Interest shall be disclosed at the meeting of the Board at which the contract, transaction, matter or decision is first raised or at which the Director is first aware of the potential or actual Conflict of Interest.
- b. Every declaration of a Conflict of Interest and the general nature thereof shall be recorded in the minutes of the Board.
- c. Where the number of Directors who, by reason of this section are prohibited from participating in a meeting is such that at the meeting, the remaining Directors are not of sufficient number to constitute a quorum, then the remaining number of Directors shall be deemed to constitute a quorum.

9. Conflict of Interest – Other Directors

- a. If a Director believes that any other Director is in a Conflict of Interest position with respect to any contract, transaction, matter or decision, the Director shall have their concern recorded in the minutes, and the Director with the alleged Conflict of Interest shall have the right to address the Board with respect to the allegation.
- b. Thereafter, at the request of the Director who recorded the initial concern, the Board, after the Director alleged to have a Conflict of Interest has left the discussion, shall vote on whether the Director alleged to have a Conflict of Interest is, in the opinion of the Board, in a Conflict of Interest. If the Board finds the person in a Conflict of Interest, that interested Director shall leave during any subsequent discussion or voting process relating to or pertaining to the conflict. The question of whether a Director has a Conflict of Interest shall be determined by an Ordinary Resolution of the Board and shall be final.
- c. The procedures set out in section 8 apply where, in accordance with this

section, the Board has determined a Director has a conflict of interest.

10. Conflict of Interest - Consequences

- a. No Director with a Conflict of Interest, as determined under section 8 or section 9, shall attend any part of a Board meeting, during which the contract, transaction, matter or decision is discussed and shall not vote on any resolution to approve the contract, transaction, matter or decision, or otherwise attempt to influence the voting on a contract, transaction, matter or decision.
- b. After making a declaration of Conflict of Interest in accordance with this Code, the Director is not accountable to the Corporation for any profits they may realize from the contract, transaction, matter or decision as of the date of the declaration, provided the contract, transaction, matter or decision was reasonable and fair to the Corporation when it was approved.
- c. If the Director fails to make a Declaration of their Conflict of Interest in a contract, transaction, matter or decision, as required by this Code, this failure may be considered grounds for termination of their position as a Director.
- d. The failure of any Director to comply with the Conflict of Interest provisions of this Code does not, in or of itself, invalidate any contract, transaction, matter or decision undertaken by the Board or the Corporation.
- e. Despite any other provision in this Code, the fact that a Director who is appointed by the Minister, or otherwise affiliated with a stakeholder group does not in itself create a Conflict of Interest.

11. Gifts and Hospitality

Directors shall not directly or indirectly offer or accept cash payments, gifts, gratuities, privileges or other personal rewards, which are intended to influence the activities or affairs of the Corporation. Directors may, however, give or receive modest gifts or hospitality as a matter of general and accepted business practice, provided the foregoing does not include cash or other negotiable instruments and provided further proper accounting of any such expenses is made.

12. Complaints and Disputes Involving Directors

- a. The Board, in a meeting duly called for the purpose, shall review any complaints that a Director has violated any provision of the Corporation's By-laws, or policies approved by the Board, in particular, this Code.
- b. The Board shall similarly review disputes between Directors that interfere with the ability of the Board to carry out its duties.
- c. Complaints may be referred to an independent arbiter by resolution of the Board.
- d. Allegations of illegal activity shall be immediately referred to appropriate authorities for investigation. Any Director against whom such allegations are made shall take a leave of absence from the Board pending completion of the investigation.
- e. The review of such complaints or disputes shall include an opportunity for the Director concerned to present their position.
- f. The Board may make such determination as it sees fit including:

- i. dismissal of the complaint;
- ii. a letter of reprimand to the Director from the Board;
- iii. oral censure of the Director in question before the Board;
- iv. removal of the Director from the Board by the members of the Corporation; or
- v. such other outcome as the Board determines is appropriate having regard to the facts and the gravity of the violations.

13. Leave of Absence

The Board Chair may, in consultation with the HR, Governance and Nominations Committee, grant a leave of absence to a Board Member.

14. Annual Affirmation and Review

Each Director of the Corporation shall sign an annual affirmation that they understand and will comply with this Code. The HR, Governance and Nominations Committee reviews this Code annually and may recommend changes to enhance its effectiveness in ensuring the achievement of the level of conduct expected of all Board members.

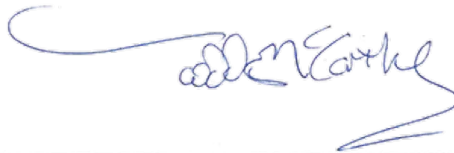
Ontario One Call



Chair of the Board

Date: Sept 10, 2024

**His Majesty the King in right of
Ontario**



Minister of Public and Business Service
Delivery and Procurement

Date: October 8, 2024

SCHEDULE “D” – CORPORATE PLANNING AND REPORTING

ONTARIO ONE CALL

The corporate planning and reporting documents of Ontario One Call (the Corporation) are essential communications vehicles for demonstrating responsible stewardship in the achievement of public safety. As such, the Corporation will strive to continuously improve and strengthen linkages between strategic planning, business planning and reporting.

Recognizing that corporate planning and reporting documents have a broad audience that includes government, sector stakeholders and the public, the Corporation will use plain language so that the objectives and performance of the Corporation are clear and easy for the average reader to understand.

The corporate planning and reporting documents should easily allow for comparisons between them. For example, the strategic objectives, commitments and activities in the business plan should be aligned with the outcomes contained in the annual report.

The Corporation’s corporate planning and reporting documents will support the accountability framework as laid out in the Memorandum of Understanding.

In addition to the requirements specified directly in the Memorandum of Understanding, the Corporation’s corporate planning and reporting documents shall include, at a minimum, the following:

1. BUSINESS PLAN

The Corporation will draft a business plan annually that identifies a coordinated set of activities to achieve the Corporation’s strategic objectives for the next three-year period. The business plan will state the specific activities that will be undertaken in the fiscal year, as well as identify resources to achieve the Corporation’s strategic objectives and successfully deliver its services. The business plan shall include, at a minimum, the following:

1.1 Corporate Overview

A general overview of the Corporation, including its mandate, mission, vision and values. It will also describe the Corporation’s structure, services, sector and include a description of the nature of the relationships between the Corporation and the government and the Minister.

1.2 Business Planning Overview

An explanation of the connections between strategic planning, the business plan and the annual report.

1.3 Objectives, Activities and Performance Measures

Details on the performance measures that link the Corporation's objectives to the statistical outcomes that will be reported in the annual report, including, at a minimum, the following:

- (a) **Strategic Objectives** (priority outcomes that the Corporation proposes to achieve to successfully carry out its powers and duties under the Act, including those aimed at enhancing consumer protection, public safety and the professionalism of members):
 - **Core strategic objectives** relate to the Corporation's Statutory Mandate, focus on consumer protection and public safety objectives, and address high priority risks;
 - **Supporting strategic objectives** relate to other aspects of operations such as governance, financial objectives, communication, risk management or stakeholder relations;

Should the Corporation's objectives change at any point during a given year, the Corporation will notify the Minister prior to the start of the next fiscal year.

- (b) **Strategies** (the initiatives and approaches that will be employed to undertake activities in order to achieve objectives);
- (c) **Outcome measures** (details about how outcomes for the planning period will be measured or assessed);
- (d) **Outcome targets** (annual targets for the outcome measures):
 - Outcome measures and targets should enable year-to-year comparisons demonstrating the Corporation's:
 - Effectiveness (primarily related to core strategic objectives),
 - Efficiency (could be related to supporting strategic objectives, including things such as overhead costs, administration to program delivery ratios), and
 - Performance based on customer and stakeholder satisfaction.

- Where a year-to-year comparison is not possible because of a change in performance measures, the Corporation shall provide a rationale regarding the change, and sufficient information to enable a comparison.

(e) **Activities** (planned annual actions that will support the execution of the strategies to achieve the objectives):

- The activities in the business plan usually reflect core strategic objectives;
- The business plan may also include activities that reflect supporting strategic objectives;
- The business plan must include descriptions of the Corporation's means to:
 - manage and resolve complaints;
 - provide French language services to the public;
 - undertake activities to ensure that the goods, services and facilities are accessible in accordance with the Accessibility for Ontarians with Disabilities Act, 2005 and any other relevant accessibility activities; and
 - undertake activities planned to engage the public at large on the importance of safe digging practices and related matters.

(f) **Activity measures** (details about how activities will be measured or assessed to evaluate performance):

- Measures can be quantitative or qualitative.

(g) **Activity targets** (measurable activity targets set for the fiscal year).

1.4 Resources Needed to Meet Objectives

- Assess the adequacy of financial, human and other resources required by the Corporation to meet its objectives over the planning horizon.
- Forecast anticipated revenues and planned expenditures for the next three-year period.

2. ANNUAL REPORT

The Corporation's annual report is the primary mechanism for reporting results for the

previous year. The annual report shall include, at a minimum, the following:

2.1 Organizational Overview

This section of the annual report shall set out:

- Introduction
- Mandate, mission, vision and values
- Overview of the organization
- Message from the Chair
- Message from the CEO

2.2 Report on Performance

The Corporation shall report results for each performance measure as set out in the business plan. If the target has not been met, the Corporation shall explain why achievement was not possible in that fiscal year.

(a) Performance Statistics:

When possible, statistical reports should be in chart form to facilitate comparisons over time. The Corporation may include any statistics it considers relevant to carrying out its powers and duties under the Act in this section. Performance statistics reported should, at a minimum, include:

- The activities completed over the prior year which reflect the activity measures in the business plan;
- The outcome results achieved in the previous year, which reflect performance against outcome measures and targets established in the business plan, in these areas:
 - Compliance and enforcement, such as complaint resolution, inspections, investigations, prosecutions;
 - Efficiency, such as turn-around times for complaints, inspections, discipline; and
 - Education and awareness initiatives, including how the Corporation has engaged the public at large on the importance of safe digging practices and related matters, and handling of complaints.

(b) Review of Legislation, By-Law and Policy Changes:

Outline any changes made to the Act and regulations, the Corporation's by-laws

or policies during the fiscal year.

(c) French Language Services:

Report on the provision of French language services including how those services were provided, the total number of inquiries that were received in French during the reporting period, and any other statistics that the Corporation considers relevant.

(d) Complaint Handling Process and Outcomes:

Review of the complaint handling and dispute resolution processes provided by the Corporation including outcomes, appeal procedures and information to the public on how to register complaints against members and against the Corporation.

(e) Accessible Goods, Services, or Facilities:

Report on the provision of accessible goods, services or facilities pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, including how those goods, services or facilities were provided, the total number of inquiries that were received for accessible goods, services or facilities during the reporting period, and any other statistics that the Corporation considers relevant.

2.3 Corporate Governance

This section shall provide a summary of how the Corporation is governed by providing, at a minimum, the following information, which may alternatively be posted on its web site:

- Role of the Board
- Election/appointment process of the Board
- Basic qualifications of the Board
- Committees of the Board
- Code of Conduct for Directors
- Board of Directors (including biographies)
- Directors' terms of election/appointment
- Officers (including biographies)
- Organization chart
- The Corporation's contact information and address

2.4 Financial Statements and Notes

The annual report shall include the audited financial statements, including any notes.

The financial statements shall include a line item for reporting the total amount of funds received through Administrative Penalties, along with the number of orders issued, and how the funds were spent.

2.5 Management Discussion and Analysis

This section shall provide a discussion and analysis intended to assist with an understanding of the material financial changes in the Corporation's operations over the past fiscal year, to be read along with the financial statements and accompanying notes. This discussion shall include a breakdown of regulatory and non-regulatory business, if applicable.

3. RISK MANAGEMENT FRAMEWORK AND RISK MANAGEMENT PLAN

Utilizing a risk-based approach to mandate fulfillment and service delivery, the Corporation will conduct a risk assessment to identify, assess and mitigate risks and develop a risk management plan that will include:

- (a) The Corporation's objectives;
- (b) Risks to the achievement of those objectives
- (c) Risk mitigation strategies;
- (d) Maintenance of a system of internal controls to minimize risk; and
- (e) Documentation of policies and procedures to manage risk.

In order to facilitate informed and coordinated responses to any issues that emerge, twice annually the Corporation will provide the Minister with reports on high and medium risks with corresponding mitigation strategies.

A summary of the risk management plan including a summary of key information that conveys how the Corporation will ensure continuous delivery of critical business services in the event of an emergency (e.g. expansion of digital service delivery), shall be provided to the Minister annually for review at the same time as, or as a component of, the Corporation's annual business plan. The occurrence of any risk(s) that required the use of any mitigations can be reported through the Annual Report.

4. ANNUAL BURDEN REDUCTION PLAN

Upon request from the Minister (or Ministry), the Corporation must provide a burden reduction plan that identifies opportunities that the Corporation could implement to respond to the government's commitment to cut red tape and reduce regulatory burden in Ontario. These opportunities could include legislative and regulatory proposals but should

also consider how the Corporation can operate more effectively and efficiently and provide improved or increased digital services to the sector.

Ontario One Call

A handwritten signature in black ink, appearing to read "Mike Rait", written over a horizontal line.

Chair of the Board

Date: Sept. 10, 2024

**His Majesty the King in right of
Ontario**

A handwritten signature in blue ink, appearing to read "Steven Clarke", written over a horizontal line.

Minister of Public and Business Service
Delivery and Procurement

Date: October 8, 2024

SCHEDULE “E” – FEE SETTING PROCESS AND CRITERIA

ONTARIO ONE CALL

Application

This Schedule applies exclusively to fees, costs, or other charges (“fees”) set in accordance with clause 4(1)(b) of the Act. This Schedule does not apply to administrative penalties or any fines imposed by a discipline or appeals committee.

For greater certainty, fees that were approved by the membership prior to clause 4(1)(b) of the Act coming into force are deemed to comply with this Schedule, regardless of the effective date of those fees.

Objectives

In setting fees, the Corporation has the following objectives:

- To comply with clause 4(1)(b) of the Act to set and collect fees relating to the carrying out the powers and duties under the Act in a transparent manner;
- To ensure the development of fees are consistent with the Corporation’s operating principles and obligations under the Act and this Memorandum of Understanding, including the obligation to ensure that the Corporation has adequate resources to comply with the Memorandum of Understanding and the Act;
- To achieve full recovery of all delivery costs, consistent with the ongoing viability of the Corporation as a not-for-profit corporation and at the same time provide service delivery value for stakeholders;
- To ensure that the Board considers the impact of a new fee or fee change on its members and the sector;
- To ensure that, in the case of new fees, or fee changes greater than the cost of inflation, stakeholders have the opportunity to provide input into the fee setting process.

No new fee, or fee change, shall come into effect unless it has been approved by the Board and the relevant steps outlined in this Schedule have been completed. The Minister may waive the process, steps in the process, or the required notice timeframes if the Board provides evidence satisfactory to the Minister that the requirement to undertake any or all of these steps would result in the Corporation not having the resources needed to comply with the Memorandum of Understanding and the Act.

Process for fee change reduction

Where the Board has approved a fee change that would temporarily or permanently reduce the amount of, or eliminate, a fee, the Corporation shall provide the Minister with at least 30 days advance written notice of the proposed fee change, following which at least 60 days written notice shall be provided to the sector. In this circumstance, the Fee Review Analysis including the Consultation and Criteria described below is not required. However, in the notice to the Minister, the Corporation must provide an effective date for the reduced or eliminated fee, the timeframe over which the change would be in effect, and a summary of the Corporation's forecasted revenue and expenditures during this effective period to ensure that the reduced revenue does not adversely impact its operations and financial sustainability.

Process for fee changes no greater than the cost of inflation

Where the Board has approved a fee increase that is no greater than the cost of inflation, the Corporation shall provide the Minister with at least 30 days advance written notice of the proposed fee change, following which at least 60 days written notice shall be provided to the sector. In this circumstance, the Fee Review Analysis including the Consultation and Criteria described below is not required.

Process for new fees, fee changes greater than the cost of inflation, changes to fee model

Every proposal to establish a new fee, or a fee increase greater than the cost of inflation, shall be subject to a Fee Review Analysis and consultation conducted by the Corporation in accordance with the Fee Review Analysis, Consultation and Notice, and Criteria sections set out below.

Fee Review Analysis

The Corporation shall prepare a Fee Review Analysis that shall be in the form of a business case consisting of a written analysis for the new fee or fee increase greater than the cost of inflation that shall include:

- a scan of trends that may be occurring in the sector or otherwise that could impact the Corporation;
- estimated costs for new, existing or expanded programs as outlined in the Corporation's business plan;
- estimated costs associated with implementing new or amended legislation;
- a rationale based on the Corporation's historical, actual and projected revenues and expenses as well as impact on standards of service;
- a summary of stakeholder comments solicited in accordance with the

Consultation and Notice process set out below; and

- a statement of compliance with the Criteria set out below.

The Corporation shall provide the Minister with advance written notice of the new fee or fee change proposal and await the earlier of receiving written acknowledgment from the Minister to proceed, or 45 days, before soliciting comments from members and sector stakeholder groups, or the fee proposal otherwise becoming public. The Fee Review Analysis (not including the summary of stakeholder comments) shall be submitted to the Minister at the time of the Corporation providing the Minister with the advance written notice.

Consultation and Notice

The Corporation shall solicit comments from members and any sector stakeholder groups on the proposed new fee or fee change greater than inflation for a period of at least 30 days, in advance of the written notice described below. A summary of the comments, once received, shall be forwarded to the Minister for information, and shall complete the Fee Review Analysis. The Corporation shall also provide the Minister with a copy of the draft notice, informing members and any relevant sector stakeholders that a new fee or fee change greater than inflation, at this time.

Concurrent written notice shall be given to the Minister and its members and sector stakeholders at least 60 days prior to the new fee or fee change greater than the cost of inflation taking effect.

Criteria

In developing a proposed new fee or fee change greater than the cost of inflation the Corporation shall give appropriate consideration to the Corporation's business plan and to the potential impact of the fee or fee change on consumers, its members and sector. In addition, the following criteria shall be considered and addressed:

- Fees shall be set on a cost recovery basis and designed to cover all of the Corporation's costs including those which cannot be directly attributable to the payees, including complaint handling, inspection, investigation, prosecution, public awareness campaigns, website development and maintenance, governance programs, government oversight and reporting, and general administration.
- The relative fees charged to members and for different services shall reflect:
 - the comparative costs to the Corporation for providing the services;
 - the period during which a membership shall be effective; and
 - uniformity of application regardless of geographic location.

- All fees shall be payable when a service is requested or provided. A partial refund may be made (after deducting the Corporation's costs) for cancelled service or requests for service. Notwithstanding the above, no refund shall be issued for cancellations received after a service has been processed or a service has been delivered.
- A reasonable late fee may be charged for payments, filings, or other submissions that are received late. Where applicable, standard business practices shall be followed (e.g. interest charged on overdue accounts, etc.).
- In establishing or revising a fee, appropriate consideration shall be given to deterring breaches of the Act.

Ontario One Call



Chair of the Board

Date: Sept. 10, 2024

**His Majesty the King in right of
Ontario**



Minister of Public and Business Service
Delivery and Procurement

Date: October 8, 2024

SCHEDULE "F – ACCESS AND PRIVACY CODE

ONTARIO ONE CALL

1. Overview

- 1.1. Ontario One Call (the Corporation) is a not-for-profit corporation established pursuant to the *Ontario Underground Infrastructure Notification System Act, 2012* (the "Act").

This document establishes policies and practices regarding information in the *custody or control* of the Corporation including:

- a. Access to information collected or maintained by the Corporation in carrying out its statutory mandate, including personal information;
 - b. The protection of personal information;
 - c. The collection, use and disclosure of personal and other information by the Corporation in the carrying out its statutory mandate; and
 - d. Effective and timely procedural remedies concerning the handling of personal and other information collected by the Corporation in carrying out its statutory mandate.
- 1.2. The access to information procedures in this Code do not apply to the Corporation's sharing of information with the *Minister* or Ministry of Public and Business Service Delivery and Procurement (*MPBSDP*).
- 1.3. The Corporation is committed to the principles of promoting transparency and accountability of its regulatory activities, while also ensuring the privacy of personal, confidential and sensitive business information.

2. Purpose

- 2.1. The purposes of this Code are to:

- a. To provide a right of access to information under the custody or control of the Corporation, that is not sensitive or confidential information, in accordance with the principles that,
 - i. information should be available to the public, and
 - ii. exemptions from the right of access should be limited and specific; and
- b. To protect the privacy of individuals with respect to personal information about themselves held by the Corporation and to provide those individuals with a right of access to that information.

3. Application

3.1. This Code applies to records and personal information collected, used or disclosed in the course of the Corporation's statutory mandate. It does not apply to documents collected, used or disclosed in the course of activities covered by Schedule G (Non-Regulatory Business Policy) of the MOU signed with the Minister.

4. Definitions

4.1. In this Code:

<i>Access</i>	means <i>access</i> by an individual or an organization to a <i>record</i> in the <i>custody</i> or <i>control</i> of the Corporation.
<i>Act</i>	<i>Ontario Underground Infrastructure Notification System Act, 2012</i>
<i>Bulk data</i>	means <i>records</i> requested in bulk or selective form (not an individual record) that may have commercial value.
<i>Confidential Information</i>	means the information of or about an individual or organization that is not publicly available, is the property of the individual or organization, or could reasonably be regarded as confidential by the individual or organization, including, but not limited to, permit documents, maps, site plans, sketches, and other excavation or underground infrastructure-related information directly or indirectly in order to fulfil the Corporation's objects.
<i>Control</i>	means the power or authority to decide on the use or disclosure of a <i>record</i> .
<i>Custody</i>	means the keeping, care, watch, preservation, or security of a <i>record</i> that relates to a legitimate business purpose
<i>Data Breach</i>	means the loss of, unauthorized disclosure of or unauthorized access to information resulting from a breach of the Corporation's technological, organization or physical security safeguards or from a failure to establish such safeguards
<i>Enforcement</i>	means: a. complaints from the public, or investigations, deliberations or inspections by the Corporation's or other provincial or federal <i>enforcement</i> bodies that lead or could lead to proceedings in a court or tribunal; b. compliance with regulatory requirements; or c. the conduct of proceedings referred to in (a).
<i>Frivolous and Vexatious Request</i>	means any request for information instituted, for example, without any reasonable ground; whose purpose is not legitimate, but is designed to harass or to accomplish some other objective unrelated to the process being used; is a repeat request to revisit the previously addressed issue; or is made in bad faith; or, a speculative and/or indiscriminate demand for information without any reasonable grounds to identify an expected outcome.
<i>Minister</i>	means the <i>Minister</i> of Public and Business Service Delivery or

	any other member of the Executive Council to whom the responsibility for the administration of the <i>Act</i> is assigned under the <i>Executive Council Act</i> .
<i>MPBSDP</i>	means the Ministry of Public and Business Service Delivery and Procurement.
<i>Personal Information</i>	means information about an identifiable individual or by which an individual's identity could be deduced. It does not include business information, including the name, title, business address or business telephone number of an officer, director or employee of an organization or an individual acting in a business capacity.
<i>Public Information</i>	means information that is publicly available, including information that the Corporation has published on its website or that the Corporation has otherwise determined is necessary to make available to the public to carry out its duties and responsibilities under the Act and regulations.
<i>Record</i>	means any record of information, however recorded, whether in printed form, or film, by electronic means or otherwise in the <i>custody or control</i> of the Corporation pursuant to the Corporation carrying out the duties and responsibilities under the <i>Act</i> .

5. Accountability

- 5.1. The Corporation is responsible for all *records*, including *personal information* and *confidential information*, under its *custody or control* and shall designate an individual or individuals who are accountable for the corporation's compliance with this Code.
- 5.2. The Chief Executive Officer (CEO) and President shall have accountability for all decisions to release or not release records and for the administration of this Code.
- 5.3. The CEO and President may delegate some or all of their powers and responsibilities under this Code to a Privacy Officer or other designate. Any decision of any such delegated person shall be deemed to be a decision of the CEO and President.
- 5.4. The Corporation has appointed a Privacy Officer to investigate and respond to privacy issues and to be accountable for the Corporation's compliance with the Code. the Corporation's Privacy Officer may be contacted by email to privacy@OntarioOneCall.ca or by mail to:

Privacy Officer
Ontario One Call
104 Cooper Dr Suite 1
Guelph, ON
N1C 1C3

5.5. The ongoing collection and processing of information may be the responsibility of other individuals within the Corporation.

5.6. Although the Corporation takes reasonable steps to ensure the accuracy of the information provided under this Code, it does not warrant or otherwise guarantee that the information is completely accurate and/or up-to-date.

6. Access to Records

6.1. Subject to the exemptions in this Code, every person has a right of access to a record or a part of a record in the custody or under the control of the Corporation containing the following information:

- a. their own personal information;
- b. public information that is in the custody and control of the Corporation

7. Access Requirements and Procedure – Public Information

7.1. The Corporation will ensure that the public has access to public information, including the information that is required to be public under the Act. The Corporation will make public information available on the Corporation's website and in other ways as determined by the Corporation in accordance with the Act.

8. Access Requirements and Procedure – Other Records

8.1. Requests for access to information shall be made in writing and addressed to the Privacy Officer. The written request shall include sufficient information to allow the Corporation to identify and authenticate the identity of the requester.

8.2. Within a reasonable time of receipt of a written request, having regard to the nature of the information requested, not exceeding 45 calendar days the Corporation shall, subject to the exemptions and provisions of the Act and this Code, provide the person with access to the records requested. As applicable, the Corporation will provide written reasons for denying access, if that is the case.

8.3. Where a person requests access to records that pertain to individuals or organizations other than the requester, this is considered a third-party request for information.

8.4. Where a third-party requests access to information that includes personal information, the Corporation will seek the affected individual's consent prior to providing access to the third party. The Corporation will only provide access to information that includes personal information to a third party where the affected individual consents.

8.5. Before proceeding with any access request the Corporation will provide the requester with the approximate cost, if any, of responding to the request, and

then confirm whether the requester still wishes to proceed with the access request, or whether the request is to be withdrawn.

9. Exemption to Access

9.1. Mandatory Exemptions: the Corporation shall refuse to disclose *records* that constitute:

- a. Personal information, disclosure of which violates another individual's right to privacy, unless that individual consents to the disclosure;
- b. Confidential Information, disclosure of which should not be made based on the terms on which such information was provided; or
- c. records containing commercial, proprietary, technical or financial information of the Corporation or of any person or business that has supplied the records to the Corporation with a reasonable expectation of confidence, if disclosure would result in undue loss or gain, prejudice a competitive position or interfere with contractual or other negotiations unless access is required by law, the information is already public information or access is appropriate in litigation or regulatory proceedings.

9.2. Discretionary Exemptions: the Corporation may refuse to disclose records, personal information and confidential information where the disclosure:

- a. may violate a legally recognized privilege such as solicitor-client privilege, litigation privilege or settlement privilege or may have been prepared by or for counsel in giving or seeking legal advice or in contemplation of litigation;
- b. may impair the ability of the Corporation to provide a fair, safe and informed marketplace that supports a competitive economy;
- c. may involve *bulk data*;
- d. may involve information that may reveal the substance of deliberations by the Corporation's Board of Directors (including its committees, sub-committees and task forces), the Corporation committees, the Corporation executive or other managers including but not limited to, agendas, minutes, policy options and analysis, advice or recommendations to or from employees or an external consultant, proprietary information, and advice to or from government;
- e. violates a provision of the *Act*;
- f. could reasonably be expected to adversely impact compliance with regulatory requirements;
- g. could reasonably be expected to seriously threaten the safety or health of an individual or may not be in the public interest.
- h. may be information compiled by the Corporation or supplied to the Corporation for the purposes of risk management or risk-informed decision-making;
- i. may be a report or other information supplied by a government, regulatory or enforcement body to the Corporation in confidence, whether explicitly or

- implicitly;
 - j. may reveal procurement information, including information submitted to the Corporation in response to a procurement process;
 - k. may have been generated in the course of a dispute resolution process including, for example, mediation or the handling of a complaint;
 - l. may be a frivolous and vexatious request.
- 9.3. Where information that is exempted from an access request can be reasonably severed from that part of the record to which the requester can be given access, the Corporation shall sever the exempted information and provide the requester with access to the remaining part of the record.
- 9.4. Section 9.3 does not apply where the record,
- a. was generated in the course of a formal dispute resolution process;
 - b. was collected without knowledge or consent for purposes related to an investigation as permitted by the exception under section 9.1 or 9.2;
 - c. the Corporation may refuse to confirm or deny the existence of a Record to which 9.1 or 9.2 applies.

10. Collection of Information

- 10.1. The Corporation collects, uses and discloses personal information and confidential information to fulfill its statutory mandate. The Corporation is committed to maintaining the privacy and security of that personal information in accordance with applicable Canadian privacy law and best practice principles of privacy.

11. Use and Disclosure of Personal Information

- 11.1. Subject to the exceptions set out under subsection 12.2 of this Code, the Corporation shall use personal information only for the purposes for which it was collected and/or shall disclose such personal information only with the consent of the individual, except as otherwise required by law.

12. Retention and Security of Information

- 12.1. The Corporation shall ensure that reasonable measures respecting records containing personal information and confidential information are developed and put into place to preserve personal information and confidential information in its custody or control.
- 12.2. The Corporation shall adopt administrative and security mechanisms to prevent the unauthorized access, disclosure, use, copying or modification of personal information and confidential information in its custody or control, including:

- a. issuing login and password details in order to keep its systems secure.
- b. taking reasonable steps to prevent theft, loss or misuse of records, and to protect them from unauthorized access, modification or destruction;
- c. implementing physical and organizational protections for paper records;
- d. implementing technological protections for electronic records;
- e. ensuring that all employees, the Board of Directors, committee members, service providers and all consultants or contract workers employed or retained by the Corporation have received adequate training to comply with this Code; and
- f. ensuring that any consultant or service provider retained by the Corporation to manage or use the Corporation records on its behalf agrees to have security safeguards in place comparable to those used by the Corporation.

12.3. The Corporation shall retain personal information records for a seven-year retention period. A record containing personal information may be retained beyond this time period in the following circumstances:

- a. another law requires or authorizes the retention;
- b. the record is reasonably required for the Corporation's future regulatory actions; or
- c. the record is transferred to storage or archives for historical research or permanent preservation, provided that any personal information is removed.

12.4. If a record has fulfilled the purposes for which it was collected and is not to be further retained (beyond 7 years), the Corporation shall destroy the record as follows:

- a. a paper record and all copies, shall be shredded before it is destroyed;
- b. an electronic record shall be deleted from the hardware that hosted the record; and
- c. before hardware that hosted electronic records is discarded or destroyed, all electronic records containing personal information or confidential information shall be deleted.

12.5. Ongoing access to personal information and confidential information in the custody or control of the Corporation shall be restricted to appropriate Corporation employees and contract workers.

13. Correction of Information

13.1. Where a person disagrees with the accuracy of personal information or confidential information in the custody or control of the Corporation, the person has the right to challenge the accuracy and have it addressed as follows:

- a. a person requesting a correction to their own personal information or confidential information in order to ensure its accuracy and/or completeness shall send a request in writing to the Corporation's Privacy Officer. The

request must include sufficient information to allow the Privacy Officer to authenticate the identity of the person making the request and to identify the applicable personal information or confidential information and the correction being sought; and

- b. The Corporation shall respond in writing to a request for a correction to personal information or confidential information within a reasonable amount of time and in any event no later than 45 calendar days from the receipt of the request.

13.2. Where the Corporation agrees to correct a record of personal information or confidential information:

- a. A correction to personal information or confidential information received from the person to whom it relates shall be recorded by the Corporation as soon as practically possible; and
- b. The Corporation shall provide written notice to every third party to whom the original record was provided within the previous twelve (12) months, unless to do so is impractical or would interfere with the activities of the Corporation.

13.3. If a person's request for a correction is refused, the Corporation shall provide the reason for such refusal in writing to the person to whom the information relates, and the Corporation shall file with the record a brief statement of disagreement.

14. Fees

14.1. Personal information shall be made available to the individual to whom the information relates at a reasonable cost.

14.2. Records, other than bulk data and personal information, shall be made available to a requester for a fee that reflects the total cost of providing the information. The fee for providing bulk data will be determined on a case-by-case basis. In determining fees, the Corporation shall make efforts to be consistent and base costs on publicly available criteria.

14.3. Before proceeding with an access request, the Corporation shall provide the requester with the approximate fee for responding to the request, and then confirm whether the requester still wishes to proceed with the request.

14.4. Fees for access requests are not subject to the Fee setting processes established under Schedule "E" of the Corporation's Memorandum of Understanding with the Minister.

15. Complaints and Data Breaches

15.1. A complaint about the Corporation's handling of information in the Corporation's custody or control, access to information, or correction to records shall be made in writing to the Corporation's Privacy Officer and shall describe the issue the person wishes to have reviewed. The Privacy Officer shall review all complaints and make efforts to respond within 30 days of receipt of the complaint. If the Privacy Officer is unable to respond within 30 days, the Privacy Officer shall advise the person who made the complaint of the date a response can be expected. If a complaint is found to be justified, the Corporation shall take appropriate measures to resolve the problem including, where necessary, amending its procedures and practices.

15.2. A data breach or suspected data breach involving information in the Corporation's custody or control shall be reported in writing to the Corporation's Privacy Officer and shall describe the concern or incident. The Privacy Officer shall make efforts to respond within 30 days of receipt of the report. If the Privacy Officer is unable to respond within 30 days, the Privacy Officer shall advise the person who made the report of the date a response can be expected. The Privacy Officer shall investigate the reported data breach or suspected data breach. If a data breach has occurred, the Corporation shall take appropriate measures to resolve the problem including, where necessary, amending its procedures and practices.

16. Administration

16.1. The Corporation shall implement practices and procedures required to give effect to this Code, as soon as practicable, including those relating to,

- a. advising Board members, management, employees, contract workers and consultants about the Code, and providing appropriate training to ensure compliance with the Code's provisions; and the development of documentation describing this Code and its related practices and procedures.

17. Interpretation

17.1. In the event that this Code conflicts with the *Act*, the *Not-for-Profit Corporations Act, 2010*, or any other applicable legislation, the *Act* or applicable legislation shall prevail.

18. Effective Date and Review

18.1. The Corporation shall review this Code from time to time and shall make any necessary changes to improve the effectiveness of the requirements and

procedures in this Code. Any changes to this Code shall be submitted for Minister's approval and, if approved, posted to the Corporation's website.

Ontario One Call



Chair of the Board

Date:

Sept 10, 2024

**His Majesty the King in right of
Ontario**



Minister of Public and Business Service
Delivery and Procurement

Date: October 8, 2024

SCHEDULE “G” – NON-REGULATORY BUSINESS

ONTARIO ONE CALL

Authority

This Schedule relates to Ontario One Call (the Corporation) undertaking non-regulatory business, that is, business in addition to its Statutory Mandate.

Policy

The Corporation will only enter into non-regulatory business arrangements that promote and enhance public safety and are consistent with its objects, vision and mission. It will operate in compliance with the principles outlined in this policy. The Corporation will ensure that all of its employees are aware of and act in accordance with this policy.

Policy Principles

- Commitment to Core Responsibilities and Regulatory Integrity: The Corporation will at all times conduct itself in a manner that maintains its ability to effectively deliver its Statutory Mandate, with high standards of integrity and in a non-conflicted manner.
- Fair Business Practices: The Corporation will not use its authority to create an unfair business advantage.
- Fair Competition: The Corporation shall ensure that all contracts, agreements or understandings are consistent with competition law.
- Financial Independence: The Corporation will only deliver non-regulatory business services that enhance consumer protection and public safety and generate revenues generally to the benefit – and never to the detriment – of its regulatory responsibilities. The Corporation will ensure independent financial reporting of non-regulatory business services.

Compliance

The Corporation will submit to the Minister a statement for each non-regulatory business arrangement confirming that it will not negatively impact its Statutory Mandate and regulatory business and is consistent with this policy. This statement shall be provided to the Minister a minimum of ten (10) business days prior to entering into or bidding on a legally binding contract. The statement shall contain the duration and parties of each contract, and the nature of the work.

The Corporation will communicate this policy to its stakeholders and members to ensure

a broad base of understanding. The Corporation will monitor its business development activities to ensure this policy is being consistently applied.

The Corporation will implement this policy to ensure appropriate treatment of confidential information, proper disclosure of the Corporation's role, and decision-making that is fair and sound.

Upon request of the Minister, the Corporation will engage a third-party to conduct a review of compliance with this policy. In addition, the Corporation shall make a summary of findings of the review available to the public, including by posting on the Corporation's website.

Ontario One Call



Chair of the Board

Date:

Sept 10, 2024

**His Majesty the King in right of
Ontario**



Minister of Public and Business Service
Delivery and Procurement

Date: October 8, 2024