

November 18, 2025

VIA EMAIL

Attention: [REDACTED]

Dear [REDACTED]

Re: Your request for access to information under Part II of the *Access to Information and Protection of Privacy Act, 2015* (File #: PB/1330/2025)

On October 20, 2025, Hydro received your request for access to the following records:

Please provide a copy of the employment contract for Jennifer Williams, CEO of Newfoundland and Labrador Hydro, as well as: a copy of any agreement with her pursuant to section 18 of the Hydro Corporation Act, 2024; and a copy of any terms of appointment or any agreement concerning her under sections 7 or 9 of the Hydro Corporation Act, 2007.

Please be advised that access to the records responsive to your request have been granted, in part, in accordance with the follow exception to disclosure for signatures:

Section 40(1): The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.

Please see appendix A attached hereto for the records.

In keeping with our standard practice, it is our intention to post this letter on the Newfoundland and Labrador Hydro website.

Please be advised that you may ask the Information and Privacy Commissioner to review the processing of your access request, as set out in section 42 of **the Access to Information and Protection of Privacy Act, 2015** (the Act) (a copy of this section has been enclosed for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner.

The appeal may be addressed to the Information and Privacy Commissioner as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A

St. John's, NL. A1B 3V8

Telephone: (709) 729-6309

Toll-Free: 1-877-729-6309

Email: commissioner@oipc.nl.ca

You may also appeal directly to the Supreme Court within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section has been enclosed for your reference).

If you have any further questions, please contact me by telephone at (709) 733-5346 or by email at CassandraHearn@nlh.nl.ca.

Sincerely,

A handwritten signature in cursive script that reads "Cassandra Hearn".

Cassandra Hearn
Access and Privacy Officer

Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.
- (2) A complaint under subsection (1) shall be filed in writing not later than 15 business days
- (a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or
 - (b) after the date the head of the public body is considered to have refused the request under subsection 16(2).
- (3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.
- (4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.
- (5) The commissioner may allow a longer time period for the filing of a complaint under this section.
- (6) A person or third party who has appealed directly to the Trial Division under subsection 52(1) or 53(1) shall not file a complaint with the commissioner.
- (7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.
- (8) A complaint shall not be filed under this section with respect to
- (a) a request that is disregarded under section 21;
 - (b) a decision respecting an extension of time under section 23;
 - (c) a variation of a procedure under section 24; or
 - (d) an estimate of costs or a decision not to waive a cost under section 26.
- (9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.

Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.
- (2) An appeal shall be commenced under subsection (1) not later than 15 business days
- (a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or
- (b) after the date the head of the public body is considered to have refused the request under subsection 16(2).
- (3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.
- (4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner's refusal under subsection 45(2).

Appendix A

Jennifer Williams first joined Newfoundland and Labrador Hydro (Hydro) in October 2014, and was appointed as President and Chief Executive Officer of Hydro and Nalcor Energy in June 2021. Following the official amalgamation of Hydro and Nalcor Energy in January 2025, Ms. Williams was appointed President and Chief Executive Officer of Hydro.

At the appointment time in 2021, a CEO salary scale did not exist and there were no salary changes updating the salary of \$395,000 during the period 2021 to 2025. In 2025, a salary scale was established and informed by the recommendations of the third-party compensation review that was undertaken by Hydro in conjunction with the Government of Newfoundland and Labrador. Ms. Williams' total compensation was subsequently adjusted and a permanent contract of employment executed as identified in the enclosed Executive Employment Amendment Agreement; these changes were effective April 30, 2025.

EXECUTIVE EMPLOYMENT AMENDMENT AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador as of 30th day of April, 2025 (the "Agreement").

BETWEEN: **HIS MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR** as represented by the Clerk of the Executive Council and Secretary to Cabinet

(hereinafter called "The Clerk")

AND: **NEWFOUNDLAND AND LABRADOR HYDRO**, a corporation and an agent of the Crown constituted by statute and having its Head Office at Hydro Place, St. John's, Newfoundland and Labrador,

(hereinafter called "Hydro")

AND: **JENNIFER WILLIAMS** of, City of St. John's, in the Province of Newfoundland and Labrador

(hereinafter called the "Executive")

WHEREAS:

1. On June 3, 2021, the Executive was appointed the President and Chief Executive Officer of Hydro and Nalcor Energy ("Nalcor"), effective June 16, 2021.
2. The Executive has been employed by Hydro since October 8, 2014.
3. Hydro and Nalcor were amalgamated pursuant to the *Hydro Corporation Act, 2024*, SNL 2024, c. H-18 ("*Hydro Corporation Act, 2024*") which amalgamation was effective as at January 1, 2025.
4. The Executive was appointed the President and Chief Executive Officer of Hydro, effective January 1, 2025 in accordance with sections 15, 16, and 18 of the *Hydro Corporation Act*, SNL 2024, and further to Order in Council 2025-086.
5. Hydro and the Executive are parties to an Executive Employment Amendment Agreement dated March 31, 2022. Hydro and the Executive have agreed to amend and confirm the terms and conditions of employment as expressed herein.

NOW THEREFORE THIS AGREEMENT WITNESSES for and in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

APPOINTMENT AND TERMS OF EMPLOYMENT

1. The Executive has been appointed as President and Chief Executive Officer of Hydro January 1, 2025, which appointment shall continue for an indefinite period (the "Term") subject to the terms and conditions hereinafter mentioned.
2. In accordance with the *Hydro Corporation Act, 2024*, and subject to the by-laws of Hydro and regulations passed or approved by the Board, the Executive shall perform such duties and exercise such powers commensurate with their office as may, from time to time, be determined by the Board, and, without limitation, the Executive shall:
 - a. Well, faithfully, honestly and diligently serve Hydro and use their best efforts to promote the interests of Hydro and devote their full time, skill and attention to the operation of Hydro, except during holidays, or in the case of illness or accident;
 - b. Report to and observe all reasonable direction from the Board;
 - c. Generally fulfill the duties and responsibilities of the aforementioned positions as outlined in the role descriptions, which may be amended from time to time, and to perform such duties and responsibilities for any entity in Hydro's group of companies as may be prescribed by Hydro from time to time.

CONFLICT OF INTEREST

3.
 - a. The Executive shall not acquire or hold, directly or indirectly, an interest in any firm, partnership, association, entity or corporation, the business or operations of which would in any manner, directly or indirectly, compete or conflict with the business or operations of:
 - i. Hydro, or a company considered to be a subsidiary of Hydro in accordance with Section 26 of the *Hydro Corporation Act, 2024*; or
 - ii. Churchill Falls (Labrador) Corporation Limited (collectively referred to as the "Hydro Group");

with the exception of the foregoing being that the Executive may own 5% or less of the shares of a publicly traded company; and

- b. The Executive hereby confirms that they are not currently subject to any activity or interest which would be in conflict with their employment pursuant to the terms of this Agreement and the *Conflict of Interest Act, 1995*, SNL 2005, c. C-30.1 ("*Conflict of Interest Act*") and will not, during the Term of this Agreement, engage in any activity that would put them in any such conflict. The Executive shall, upon proposing to undertake an activity or interest that may contravene the *Conflict of Interest Act*, or upon becoming aware that an activity already undertaken may contravene the *Conflict of Interest Act* disclose in writing full particulars of the activity to the Board as required by the *Conflict of Interest Act*.

REMUNERATION

4. The Executive shall be paid a base salary of \$425,000 per annum effective January 1, 2025, subject to the terms and conditions on file with the Clerk of the Executive Council and the execution of this Executive Employment Amendment Agreement by all parties. The Executive shall be entitled to a salary review in accordance with the practice of Hydro as it pertains to the Chief Executive Officer position and/or other executive positions of the corporation and subject to the approval of the Lieutenant-Governor in Council.

EXPENSES & BENEFITS

5. Hydro shall reimburse the Executive for all reasonable travel and other expenses incurred by them in connection with the execution of their duties under this Agreement. The Executive shall provide Hydro with statements and receipts in respect of such expenses as required by Hydro's corporate policies and procedures in effect from time to time.
6. The Executive shall participate in Hydro's group benefit plan, including group life and health insurance, long-term disability insurance (if eligible) and the Public Service Pension Plan (if eligible), and be entitled to all benefits to be derived therefrom.
7. The Executive shall be entitled to 30 days annual leave or that number of days prescribed by Hydro's policy, whichever is greater, in each year during the Term of this Agreement.
8. The Executive shall be entitled to all statutory holidays observed by Hydro and made available to all employees of Hydro.

CONFIDENTIALITY

9.
 - a. "Confidential Information" means any trade secrets or other information however communicated, disclosed to the Executive or obtained by the Executive through observation or examination of Hydro's corporate policies and procedures or materials related to its business or operations which derives economic value from

not being generally known to or readily ascertainable by other persons who can obtain value from its disclosure or use, or any of the foregoing as they relate to the Hydro Group.

- b. The Executive acknowledges that irreparable injury or damage will result to Hydro Group upon the disclosure of Confidential Information to third parties or utilization of same for any purpose other than as contemplated by this Agreement.
- c. The Executive will not, without the prior written consent of the Hydro Group, as applicable, disclose any Confidential Information to any third party and will not use the Confidential Information except pursuant to and in the course of the Executive's association with the Hydro for the benefit of Hydro, provided, however, that the Executive shall have no liability to Hydro for any disclosure of any Confidential Information in the Executive can establish that such Confidential Information:
 - i. publicly known, available or published, without breach of this Agreement by the Executive, or
 - ii. has become known lawfully by or has become lawfully known to the Executive prior to Hydro's disclosure of such information to the Executive by the Hydro Group, as applicable, as evidenced by written documents received by the Executive prior to such disclosure to the Executive, or
 - iii. has been rightfully and lawfully received by the Executive from third parties, or
 - iv. has been independently developed without reference to or use of the Confidential Information, or
 - v. has been disclosed by or allowed for by law.
- b. The Executive agrees that all restrictions and covenants contained in this Clause are reasonable and valid and all defences to the strict enforcement thereof by the Hydro Group which are founded upon reasonableness or validity of the restrictions and covenants are hereby waived by the Executive.

TERMINATION

- 10. This Agreement and the Executive's employment shall terminate upon the death of the Executive.
- 11. Hydro may terminate the Executive's employment at any time for just cause by providing the Executive only with their minimum entitlement to notice or pay in lieu of notice prescribed by the Newfoundland and Labrador *Labour Standards Act*, RSNL 1990 c. L-2,

as amended, except where such cause amounts to misconduct, willful refusal to obey a lawful instruction of Hydro, neglect of duty such that the interest of Hydro is adversely affected or material breach of this Agreement, in which case the Executive will not be provided any notice or pay-in-lieu thereof whatsoever.

12. Hydro may terminate the Executive's employment at any time, without cause, by providing the Executive with:
 - a. notice equal to twelve (12) months, plus one additional month of notice for each completed year of service with the Hydro Group ("Notice Period"), plus an additional pro rata amount for any partial year of service, calculated at the Executive's rate of pay at the date of termination, but such that the total amount of notice shall be no greater than twenty-four (24) months of notice; or
 - b. pay in lieu of such notice; or,
 - c. a combination of such notice and pay in lieu of notice.
13. Upon termination of this Agreement pursuant to Clause 12, Hydro will also provide the Executive with all benefits for the equivalent Notice Period in accordance with Hydro's corporate policies and procedures in effect as of the date of termination.
14. The Executive may resign from employment with Hydro by providing the amount of notice required by the *Labour Standards Act*, RSNL 1990, c. L-1, as amended, in writing.
15. Where the Executive provides notice of resignation pursuant to Clause 14, Hydro may, in its sole discretion and at any time during the notice period set out in Clause 14, elect to terminate this Agreement and the Executive's employment with immediate effect. When Hydro makes such an election, Hydro's sole obligation is to make payment to the Executive for:
 - a. base salary and other amounts, if any, owing to the Executive but not yet paid, up to the date that employment is terminated; and,
 - b. base salary and other amounts, if any, that would have accrued and become payable to the Executive in respect of any portion of the notice period during which the Corporation elects not to have the Executive report for work.
16. Notwithstanding any other provision in this agreement:
 - a. The Executive acknowledges and agrees that the payments made pursuant to this Agreement in the event of termination of employment are inclusive of and satisfy the obligation to pay any and all amounts required by any applicable legislation and by common law, and are not in addition to such amounts.

- b. In the event that the payments made pursuant to this Agreement in the event of termination of employment are less than required by any applicable legislation, then the payments and benefits required hereunder shall be increased to the minimum entitlements required to comply with such legislation.
- 17. Upon any termination of this Agreement, however caused, the Executive shall:
 - a. If then an officer or director of Hydro or any of its affiliates, immediately tender their resignation from any and all such positions; and,
 - b. Immediately deliver or cause to be delivered to Hydro all records, files, manuals, books, documents, materials, supplies, and other property, material and information belonging to Hydro or for which Hydro is liable to others and which was furnished to the Executive by Hydro or used by them on Hydro's behalf or generated or obtained by them during the course of providing services hereunder, including all copies thereof and electronic versions, that remain in the Executive's possession, charge, control or custody, all of which property and materials shall be and remain at all times the property of Hydro.
- 18. The Executive agrees that the terms and conditions of Clauses 10-17 and the compensation provided for herein are fair and reasonable and they hereby waive any and all rights they may have now or in the future to any further compensation beyond what has been provided therein.
- 19. The Executive further hereby acknowledges and agrees that it is a condition of payment of any amount payable to the Executive pursuant to Clauses 10 to 17 hereof that the Executive:
 - i. fully comply with Clauses 17 (a) and (b) hereof; and,
 - ii. execute a comprehensive release in favour of Hydro, its affiliates, and their respective directors, officers, employees, agents and insurers, such release being in a form satisfactory to Hydro.

MISCELLANEOUS

- 20. For a period of two years following the end of the Executive's employment with Hydro, however caused, the Executive shall not, on their own behalf or on behalf of any other person, partnership, association, corporation or other entity, hire or solicit or in any manner attempt to influence or induce any employee of the Hydro Group ("Hydro Group Employees") to leave the employment of the Hydro Group, and they shall not use or disclose to any person, partnership, association, corporation or other entity any information obtained while an employee of the Hydro Group concerning the names and addresses of Hydro Group Employees.

21. Any written notice or request by Hydro may be delivered personally to the Executive or sent by registered mail addressed to the Executive's last address in Hydro's personnel records. If mailed, in the absence of proof of earlier receipt, such notice or request shall be deemed to have been given on the second day following, excluding Saturday, Sunday and statutory holidays, but including the day such notice or request was mailed. Any written notice or request by the Executive may be delivered personally to the Corporate Secretary of Hydro at:

Attention: Corporate Secretary, Newfoundland and Labrador Hydro
 Newfoundland and Labrador Hydro
 Hydro Place
 P.O. Box 12400, 500 Columbus Drive
 St. John's, NL A1B 4K7

If mailed, in the absence of proof of earlier receipt, such notice or request shall be deemed to have been given on the second day following, excluding Saturday, Sunday and statutory holidays, but including the day such notice or request was mailed.

22. No delay or omission of either of the parties to exercise any right or power accruing upon any default or breach under this Agreement shall impair any such right or power or shall be construed to be an acquiescence therein or waiver of any such default or breach or of any right or power accruing upon any such default or breach or on any subsequent default or breach under this Agreement.
23. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and all such counterparts shall constitute but one and the same instrument.
24. Neither of the parties shall assign, in whole or in part, this Agreement or its rights or obligations hereunder, without the prior consent in writing of the other party.
25. None of the conditions, covenants, or agreements contained in this Agreement may be waived in whole or in part unless such waiver is in writing and signed by the party in whose favour the representations, warranties, conditions, covenants, or agreements so waived operate.
26. This Agreement constitutes the entire agreement between the parties hereto and neither of the parties hereto is bound by any representation, warranty, promise, discussion, agreement or inducement not embodied or contained in this Agreement.
27. This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein, and the Courts of the Province of Newfoundland and Labrador shall have jurisdiction to entertain any action or other legal proceedings based on any provisions of

this Agreement. Each party hereto does hereby attorn to the jurisdiction of the Courts of Newfoundland and Labrador.

28. This Agreement may be amended by the mutual consent of the parties as evidenced by a written instrument signed by both parties.
29. The illegality, invalidity or unenforceability of any provisions of this Agreement shall not affect the legality, validity, or enforceability of any other provision or a part hereof unless the latter is contingent or dependent upon the former.
30. This Agreement and everything contained herein shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors, personal representatives and permitted assigns as fully and as effectually as if the same had been mentioned herein.
31. The Executive acknowledges that they have read and understand this Agreement, and acknowledges that they have had the opportunity to obtain legal advice concerning this Agreement.
32. Any dispute arising out of the interpretation or application of this Agreement may be referred by either party to a sole arbitrator, knowledgeable of employment law, and agreed to by the parties within thirty (30) days of the issue arising. Failing agreement on arbitrator, the parties agree to abide by the terms and conditions of appointing a sole arbitrator as are contained in the *Arbitration Act*, RSNL1990 c. A-14 ("*Arbitration Act*"). The arbitrator selected by agreement or by operation of the *Arbitration Act* shall not have the power to amend or modify the Agreement without consent of both parties and shall, in the exercise of jurisdiction conferred by the parties, be bound by the *Arbitration Act* aforesaid. The fees and expenses of the arbitration shall be jointly paid by the parties equally.
33. The terms and conditions of this Agreement shall govern the parties, regardless of the length of employment or any changes to the Executive's position, compensation, title and regardless of whether such change is material or otherwise.
34. By signing this Agreement, the Executive accepts the amendment of their terms and conditions of employment with Hydro and wholly releases and discharges Hydro of its obligations pursuant to its employment relationship with the Executive pursuant to the Executive Employment Agreement dated March 31, 2022.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto the day and year first above written.

HIS MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR

s. 40 (1)

[Redacted]

Witness



Krista Quinlan
Clerk of the Executive Council

s. 40 (1)

[Redacted]

Witness

NEWFOUNDLAND AND LABRADOR HYDRO



John Green
Chair, Board of Directors

s. 40 (1)

[Redacted]

Witness



Jennifer Williams