

**Special directive for Thorne Municipality staff regarding the rules of  
conduct applicable to linguistic matters 2024**

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## **SECTION 1. PREAMBLE**

The Municipality of Thorne is a bilingual organization recognized under section 29.1 of the Charter of the French Language ("CLF").

This directive is part of the implementation of the CLF and the new applicable standards.

It applies in compliance with the legal framework to which the Municipality is subject, including the *Municipal Code*, as well as other laws and regulations relating to municipalities.

## **SECTION 2. SCOPE OF APPLICATION**

This policy applies to employees who are required to interact with the public, including the Director General, officials responsible for enforcing municipal by-laws, the Municipality's administrative and reception staff, including any external agent, and members of the municipal council. The latter are therefore required to comply with the directives set out therein.

## **SECTION 3. GUIDING PRINCIPLES AND ORIENTATION**

To be exemplary, the Municipality uses French exclusively in its written and oral communications.

However, the CLF and its regulations provide for situations where the Municipality has the option of using another language. Thus, the Municipality may, in these situations and under certain conditions, use a language other than French.

The use of another language must never be systematic. Even when the Municipality has the power to use another language, it must always use French whenever it considers it possible.

The Municipality may use a language other than the official language only in the situations listed in this directive. For all other situations, it must use the official language.

## **SECTION 4. COMMUNICATIONS**

The Municipality may use both the official language and another language in its internal communications and in communications between its employees.

Within the Municipality, two persons may, in their written communications with each other, use the language of their choice. A French version of these

communications must however be established by the Municipality or at the request of any person who must take note of them in the exercise of their functions.

#### **4.1 Written communications with legal entities – Ability to use another language in addition to the official language**

The Municipality may use another language in addition to the official language when communicating in writing with a legal person in the following cases:

- When the communication is addressed only to the head office or an establishment of a legal person, when this head office or establishment is outside Quebec;
- Where the communication is addressed to a legal person exempt from the application of the CLF under Article 95 thereof;
- Where the communication is addressed to an establishment of a legal person formed and administered exclusively for the purpose of offering services on a reserve, in an establishment or on lands referred to in section 97 of the CLF or to a person referred to in that section;
- Where the Municipality has the ability to communicate with a natural person in another language, in its communications with the natural person who is acting in the context of operating his or her sole proprietorship;
- When it is necessary to transmit to a legal person a communication in a language other than French to avoid compromising the accomplishment of the Municipality's mission and when the latter has taken all reasonable means to communicate only in the official language. NB: This exception ceases to be in force on June 1, 2025 .

#### **4.2 Other written communications – Ability to use another language in addition to the official language**

The Municipality may use another language in addition to the official language when communicating in writing in the following cases:

- In order to provide tourist services;
- In order to disseminate any financial information it deems necessary for the management of the consolidated revenue and public debt fund, as well as for the management of the issue of municipal loan securities;

- In order to make available any auction site or transactional platform within the framework of the management of public debt and the issuance of municipal loan securities;
- In order to communicate with a band council and provide it with services;
- In order to communicate with an indigenous group referred to in the first paragraph of section 3.48 of the Act respecting the Ministère du Conseil exécutif or an indigenous person, in particular in the context of consultations or discussions;
- In order to carry out a function related to its mission when the exclusive use of the official language compromises the accomplishment of this mission and the Municipality has taken all reasonable means to communicate only in the official language. *NB: This exception ceases to be in force on June 1, 2025*

#### **4.3 Ability to use only one other language – other situations**

The Municipality has the option of using a language other than French in the following cases:

- In communications intended for information media broadcasting in a language other than French and the advertising they convey;
- In communications from a minister or a holder of an elective public office within the Municipality, other than those intended for such a body or members of its staff;

### **SECTION 5. WORKING LANGUAGE**

In addition, people within the Municipality may use the language of their choice in oral communications between themselves.

The Municipality may also use another language in their oral communications with the public without having to use the official language at the same time, provided that services to the public remain available in the official language.

### **SECTION 6. SERVICE PROVISION S**

The Municipality may use, when providing services, both the official language and another language.

## **SECTION 7. SERVICES TO THE PUBLIC**

The Municipality must ensure that its services to the public are available in the official language.

It must develop the necessary measures to ensure that its services to the public are available in the official language.

## **SECTION 8. NOTICE OF MEETING, AGENDA AND MINUTES**

The Municipality may use both the official language and another language in the notices of meeting, agendas and minutes of its deliberative meetings.

## **SECTION 9. NOTICES, COMMUNICATIONS AND PRINTED MATTER INTENDED FOR THE PUBLIC**

The Municipality must draw up notices, communications and printed material intended for the public in both the official language and another language.

## **SECTION 10. CONTRACTS AND AGREEMENTS**

The writings relating to a contract or agreement are as follows:

- Documents sent to the Municipality to conclude a contract or agreement with it;
- Writings relating to a contract or agreement to which the Municipality is a party;
- Writings transmitted, under such contract or agreement, by one party to such contract or agreement to another.

Furthermore, written communications necessary for the conclusion of such a contract or agreement may be drawn up only in a language other than the official language, with the exception of those necessary for contracts requiring successive performance and contracts for the provision of accommodation or the rental of property to provide tourist services, which may be drawn up in French as well as in another language.

### **10.1 Contracts concluded by the Municipality – Option to provide a version in another language**

For the contracts below and other documents relating to them, a version in a language other than French may be attached in the following situations:

- When it is necessary to generate the interest of legal persons or companies that do not have an establishment in Quebec in the context of a process aimed at the awarding or allocation of a public contract;
- Where the tenderer or contractor is required, in relation to a contract, to provide writings which meet all of the following conditions:
  - They don't exist in French
  - They are produced by a third party
  - They are related to the field of insurance or are of a financial, technical, industrial or scientific nature.
- When the Municipality contracts or concludes an agreement within the framework of a research project and at least one contractor or participating establishment is located outside Quebec;
- When the Municipality contracts in Quebec with a legal person established in Quebec and the exchanges necessary for the conclusion of the contract take place with the head office or an establishment of the legal person which is located outside Quebec;
- When the Municipality adheres to a contract submitted by the head office or parent company located outside Quebec of a legal person established in Quebec or by the entity located outside Quebec controlling a legal person established in Quebec;
- When the Municipality contracts with a legal person or a company formed and administered exclusively for the purpose of offering services on a reserve, in an establishment or on lands referred to in article 97 of the CLF or to a person referred to in this article;
- When it is impossible for the Municipality to obtain in good time and at a reasonable cost the product or service sought or another product or service which is equivalent to it;
- When the Municipality enters into information technology contracts relating to licenses that do not exist in French;
- When the Municipality concludes a housing lease with a natural person with whom it has the option of using another language;
- When the Municipality enters into a contract with an individual for instant execution, with respect to whom:

- No file opening or registration process is necessary;
- The conclusion takes place in the presence of the parties;
- The individual requested that the Municipality use another language.
- When the Municipality contracts in Quebec with a natural person who does not reside in Quebec;
- When the Municipality contracts in Quebec with a person or organization exempt from the application of this law under section 95;
- When the Municipality contracts in Quebec with a legal person or a company whose only establishment is located on a reserve, in an establishment or on lands referred to in article 97 of the CLF.

#### **10.2 Supply contract**

- The Municipality must ensure that any registration relating to a product that it obtains under a supply contract concluded with a legal person or a company is written in French. It may only deviate from this when it is impossible for it to obtain in good time the product sought or another product that is equivalent and compliant.

#### **10.3 Services received by the Municipality from a legal entity or a company**

- The Municipality must ensure that any service obtained from a legal person or a company is in French. It may only deviate from this when services, other than those intended for the public, cannot be provided in French.

#### **10.4 Contracts concluded by the Municipality – Ability to write in both French and another language**

The contracts or instruments below, to which the Municipality is a signatory, may be drawn up both in French and in another language:

- A loan contract;
- A financial instrument or contract that has as its object the management of financial risks (in particular currency or interest rate swap agreements);
- A contract providing for the purchase or sale of an option;
- A futures contract;
- A contract with successive performance, when it is a consumer contract, in the following cases:



- In order to provide services in English to the person declared eligible to receive instruction in English;
- In order to provide tourist services
- o A contract for the provision of accommodation or the rental of property for tourist purposes, when it is a consumer contract.

#### **10.5 Agreements concluded by the Municipality – Ability to provide a version in another language**

The agreements below, to which the Municipality is a signatory, as well as the documents relating to them, must be drawn up in French. A version in another language may, however, be attached to them:

- o An agreement on Aboriginal affairs referred to in section 3.48 of the *Act respecting the Ministère du Conseil exécutif*.

#### **10.6 Contracts concluded by the Municipality – Option to draft only in another language**

The contracts below, to which the Municipality is a signatory, and the documents relating to them, may only be drawn up in another language:

- o When the Municipality enters into a contract with a person or company which carries out the activities of a clearing house and its purpose is to carry out operations on the financial markets;
- o When the Municipality concludes a contract on a platform allowing the trading of a derivative instrument, a security or other movable property, provided, in the latter case, that it is not a consumer contract and that its object is the management of financial risks, or transactions related to the field of electricity;
- o When the Municipality concludes a contract for an insurance policy, when it has no equivalent in French in Quebec and it comes from outside Quebec or its use is not widespread in Quebec;
- o When the Municipality contracts outside Quebec.

#### **10.7 Contracts concluded by the Municipality – Option to provide a version in another language**

A version in a language other than French may be attached to the contracts below in the following situations:

- When the document sent to the Municipality under a contract is intended to be used outside Quebec;
- When the Municipality contracts with both a supplier or service provider and another government that does not have French as its official language.

**10.8 Other documents relating to a contract concluded by the administration – Ability to accept documents drawn up only in another language**

The document below, relating to a contract concluded solely in French by the Municipality, may only be drawn up in a language other than French:

- A document relating to a contract drawn up solely in French, when the Municipality concerned consents and it is an authentic, semi-authentic document or one whose legal value would prevail over that of a possible French version.

**SECTION 11. THE DOCUMENTS SENT TO THE MUNICIPALITY**

A document sent to the Municipality by a legal person or a business to obtain a permit, another authorization of the same nature, a subsidy or another form of financial assistance that is not a contract referred to in section 21 of the CLF, including the document that the legal person or business benefiting from the assistance or authorization is required to send to the Municipality because of this assistance or authorization, may be written in a language other than French only in the following situations:

- When the writing emanates from the head office or establishment located outside Quebec of a legal person or a company established in Quebec;
- When the writing is transmitted by a natural person who operates a sole proprietorship and the Municipality has the option of using another language in addition to the official language in its communications with this person, when the latter is not acting within the framework of the operation of his business;
- When the Municipality has the option of using another language in addition to the official language in its communications with this legal person or company;
- Where the legal person or business transmitting the writing is formed and administered exclusively for the purpose of providing services on a reserve, in an establishment or on lands referred to in section 97 of the CLF or to a person referred to in that section;

- When the document transmitted is intended to obtain authorization or financial assistance for research;
- When the transmission of the written document in French only compromises the accomplishment of the Municipality's mission and the latter has taken all reasonable means to ensure that the written document is transmitted to it only in the official language.  
*NB: This exception ceases to be in force on June 1, 2025.*

## **SECTION 12. DOCUMENTS SENT TO THE MUNICIPALITY BY A LEGAL PERSON OR A COMPANY – OPTION TO ACCEPT DOCUMENTS WRITTEN ONLY IN ANOTHER LANGUAGE**

A document sent to the Municipality by a legal person or a company to obtain a permit, another authorization of the same nature, a subsidy or another form of financial assistance which is not a contract referred to in article 21 of the CLF may be written in a language other than French only in the following situations:

- When the document is sent to both the Municipality and a third party outside Quebec.

## **SECTION 13. THE RESEARCH**

The Municipality may use a language other than French in documents written or used in research, except in the case of a contract referred to in Article 21 of the CLF, in the following cases:

- Documentation of an economic and financial nature;
- Information provided by a research participant or by a person contributing to a research project to provide information;
- Materials used for a survey or statistical investigation, including a questionnaire or interview form;
- Documentation required for a clinical trial, including the research protocol, investigator brochure, schedule of procedures, imaging acquisition guide, and pharmacy manual;
- Scientific study and its evaluation;
- Documents attached to an application for authorization or financial assistance; *NB: The exception does not apply to the Municipality's document made available for the purposes of an application for authorization or financial assistance;*
- A document for which the exclusive use of the official language compromises the accomplishment of the Municipality's mission when the latter has taken all reasonable means to ensure that the document is

written only in French. NB: This exception ceases to be in force on June 1, 2025.

**SECTION 14.**      **DENOMINATION**

The Municipality may, in its name, use both the official language and another language.

**SECTION 15.**      **THE DISPLAY**

The Municipality may display both in French and in another language with French predominating.

**SECTION 16.**      **USE OF TECHNOLOGICAL MEANS**

The Municipality may, when using its technological means, use both the official language and another language.

This Regulation shall come into force in accordance with the Act.

Notice of motion: November 12, 2024

Adoption: December 10, 2024

  
\_\_\_\_\_  
Karen Kelly

Mayor

  
\_\_\_\_\_  
Stacy Lafleur

Director General