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**Special directives for the staff of the Municipality of  
Litchfield concerning the rules of conduct applicable to  
linguistic matters 2024**

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Resolution : 2024-11-510**

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## Preamble

The Municipality of Litchfield 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* and other laws and regulations applicable to municipalities.

### **SECTION 1. SCOPE OF APPLICATION**

This policy applies to all employees who interact with the public, including the General Manager, municipal by-law enforcement officers, administrative and reception staff, including external agents, and members of the Municipal Council. They are therefore required to comply with the directives set out therein.

### **SECTION 2. GUIDING PRINCIPLES AND ORIENTATION**

To set an example, the Municipality uses French exclusively in its written and oral communications.

However, the CLF and its by-laws provide for situations in which the Municipality may use another language. In these situations, and under certain conditions, the Municipality may use a language other than French.

The use of another language should never be systematic. Even when the Municipality has the option of using another language, it must always use French whenever 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 3. 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 people may use the language of their choice in their written communications with each other. A French version of these

communications must, however, be prepared by the Municipality or at the request of any person who needs to be acquainted with them in the course of his or her duties.

#### **4.1 Written communications with legal entities - Option 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 entity in the following cases:

- When the communication is addressed solely to the head office or an establishment of a legal person, when that head office or establishment is outside Quebec;
- When the communication is addressed to a legal entity exempted from the application of the CLF by virtue of article 95 thereof;
- When 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;
- When the Municipality has the option of communicating with a natural person in another language, in its communications with the natural person who is acting within the framework of the operation of his 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. N. B.: This exception ceases to apply on June 1<sup>er</sup> 2025.

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

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

- To provide tourism services;
- To disseminate any financial information, it deems necessary for the management of the consolidated revenue fund and public debt, as well as for the management of municipal debt issues;
- To make available any auction site or transaction platform for public debt management and municipal debt issuance;
- To contact a band council and provide services;
- In order to communicate with an aboriginal group referred to in the first paragraph of section 3.48 of the Act respecting the Ministère du

Conseil executive or an aboriginal person, particularly in the context of consultations or joint action;

- 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 solely in the official language.  
*N.B.: This exception ceases to apply on June 1<sup>er</sup> 2025.*

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

The Municipality may use a language other than French in the following cases:

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

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

In addition, members of the Municipality may use the language of their choice in oral communications with each other.

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, as long as services to the public remain available in the official language.

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

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

### **SECTION 7. PUBLIC SERVICES**

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 notices of meetings, agendas and minutes of its deliberative assemblies.

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

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

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

Written documents relating to a contract or agreement are as follows:

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

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

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

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

- When there is reason to arouse the interest of legal persons or companies that do not have an establishment in Québec in the context of a process aimed at awarding or granting a public contract;
- When the bidder or contractor is required, in connection with a contract, to submit written documents that comply with all of the following conditions:

- They don't exist in French
- They are produced by a third party
- They are insurance-related, or of a financial, technical, industrial or scientific nature.
- When the Municipality contracts or enters into an agreement as part of a research project and at least one contractor or participating institution is located outside Quebec;
- When the Municipality contracts in Quebec with a legal entity 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 entity located outside Quebec;
- When the Municipality adheres to a contract submitted by the head office or parent company located outside Quebec of a legal entity established in Quebec, or by the entity located outside Quebec controlling a legal entity established in Quebec;
- When the Municipality contracts with a corporation or enterprise formed and operated exclusively for the purpose of providing services on a reserve, settlement or land referred to in section 97 of the CFA or to a person referred to in that section;
- When it is impossible for the Municipality to obtain in a timely manner and at a reasonable cost the product or service sought or another product or service that is equivalent and compliant;
- When the Municipality contracts for information technology 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;
- Where the Municipality enters into a contract with a natural person for instant performance, in respect of which :
  - There is no need to open a file or register;
  - 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 an individual who does not reside in Quebec;
- Where the Municipality contracts in Québec with a person or organization exempted from the application of this Act under section 95;
- When the Municipality contracts in Quebec with a legal person or business whose sole place of business is located on a reserve, in a facility or on land covered by section 97 of the CLF.

## **10.2 Supply contract**

- The Municipality must ensure that any listing relating to a product it obtains under a supply contract with a corporation or business is

written in French. The Municipality may only waive this requirement when it is impossible to obtain the required product or an equivalent and compliant product in a timely manner.

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

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

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

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

- A loan contract;
- A financial instrument or contract whose purpose is to manage financial risks (notably currency or interest rate swaps);
- A contract providing for the purchase or sale of an option;
- A forward contract;
- A contract for 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
- A contract for the provision of accommodation or the rental of property for tourism purposes, when it is a consumer contract.

### **10.5 Agreements concluded by the Municipality - Option to provide for a version in another language**

The following agreements, to which the Municipality is a signatory, as well as any written documents relating to them, must be drafted in French. However, a version in another language may be attached:

- An aboriginal affairs agreement 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 following contracts, to which the Municipality is a signatory, and the written documents relating to them, may only be drawn up in another language:



- When the Municipality enters into a contract with a person or company operating as a clearing house for the purpose of carrying out financial market transactions;
- When the Municipality enters into a contract on a platform for trading derivatives, securities or other movable assets, provided in the latter case that it is not a consumer contract and that its purpose is financial risk management, or transactions related to the electricity sector;
- When the Municipality enters into a contract for an insurance policy that has no French-language equivalent in Quebec and originates outside Quebec or is not widely used in Quebec;
- When the Municipality contracts outside Quebec.

#### **10.7 Contracts concluded by the Municipality - Option to provide for 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 written document sent to the Municipality under a contract is intended for use outside Quebec;
- When the Municipality contracts with both a supplier or service provider and another government whose official language is not French.

#### **10.8 Other writings relating to a contract concluded by the administration - Option to accept writings drafted only in another language**

The writing below, relating to a contract concluded only in French by the Municipality, may be drafted only in a language other than French:

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

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

A writing sent to the Municipality by a legal person or company 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 article 21 of the CLF, including the writing that the legal person or company benefiting from the assistance or authorization is required to send to the Municipality because of this assistance or authorization, may be drafted in a language other than French only in the following situations:

- When the writing emanates from the head office or establishment outside Quebec of a legal person or business established in Quebec;
- When the written document is sent by a natural person operating a sole proprietorship and the Municipality has the option of using another language in addition to the official language in its communications with that person, when the latter is not acting in the course of operating his or her 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;
- When the legal person or enterprise transmitting the writing is formed and administered exclusively for the purpose of offering services on a reserve, in a settlement or on lands referred to in section 97 of the CLF or to a person referred to in that section;
- When the purpose of the letter is 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 Municipality has taken all reasonable measures to ensure that the written document is transmitted in the official language only. *N. B.: This exception ceases to apply on June 1<sup>er</sup> 2025.*

## **SECTION 12. WRITINGS SENT TO THE MUNICIPALITY BY A LEGAL ENTITY OR COMPANY - OPTION TO ACCEPT WRITINGS IN ANOTHER LANGUAGE ONLY**

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

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

## **SECTION 13. RESEARCH**

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

- Economic and financial documentation;
- Information transmitted by a research participant or by a person who contributes to the research to provide information;

- The material used for a survey or statistical investigation, such as a questionnaire or interview form;
- The documentation required for a clinical trial, including the research protocol, investigator's brochure, procedure schedule, imaging acquisition guide and pharmacy manual;
- Scientific study and evaluation;
- Documents attached to an application for authorization or financial assistance; N.B.: The exception does not apply to the Municipality's written documents 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 drafted solely in French. N.B.: This exception ceases to apply on June 1<sup>er</sup> 2025.

#### **SECTION 14.      NAME**

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

#### **SECTION 15.      THE DISPLAY**

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

#### **SECTION 16.      USE OF TECHNOLOGY**

When using its technological resources, the Municipality may use both the official language and another language.

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Colleen Larivière, mairesse

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Julie Bertrand, Director General and Clerk  
treasurer