

(Unofficial version)  
**DATE: November 12, 2024**

The regular meeting of the Clarendon Municipal Council was held on the above night, at the council hall located at C427 route 148 in Clarendon. Present were Mayor Edward Walsh, Cr.Dagg, Cr. Elliott, Cr. Smith & Cr. Younge. Also attending the meeting was Clerk Treasurer Patricia Hobbs. Cr. Hanna & Cr. Holmes motivated their absence.

**1. OPENING THE MEETING**

**Conflict of Interest Statement:**

*A conflict of interest occurs when elected officers are placed in a situation of having to choose between their personal interests, or those of their entourage, and the public interest. The conflict of interest sections of the Act respecting municipal elections and referendums are designed to ensure that the decision-making process on a municipal council is not tainted by personal consideration*

Mayor Ed Walsh opened the meeting at 7 :00 p.m.

**Public Participation:**

**2. ADOPTION OF THE AGENDA**

**150-11-2024** Proposed by Cr. Dagg  
Seconded by: Cr. Smith  
And unanimously resolved to adopt the agenda of November 12, 2024 with the addition of 7.6.4 Service Agreement Discussion  
Carried

**3. ADOPTION OF THE MINUTES OF THE REGULAR MEETING OF October 22, 2024**

**151-11-2024** Proposed by: Cr Younge  
Seconded by: Cr. Elliott  
*And is resolved to adopt the minutes of the meeting of October 22, 2024*  
**Carried**

**4. MAYOR’S REPORT**

- Mayor Ed Walsh gave a report on the preliminary budget meetings at the MRC level.
- Mayor Walsh also gave a report on the Police Committee meeting
- The SQ bylaw for Animal Control is being revised.
- SQ Food Drive is Thursday November 21<sup>st</sup>.

**5. CORRESPONDENCE AND INFORMATION**

**5.1 Request from the Municipality of Shawville**

Whereas a request has been received from the Municipality of Shawville for a contribution towards the expenses of the arena for the budget year 2025  
Whereas, many Clarendon residents use this facility

**152-11-2024** **It is therefore** 1  
**Moved by: Cr. Smith**  
**Seconded by: Cr. Dagg**  
And unanimously resolved that the Municipality of Clarendon will budget an amount of \$33,000.00 towards the Shawville Arena for the year 2025.  
Carried

**153A-11-2024** **Moved by: Cr Smith**  
**Seconded by: Cr. Elliott**  
And unanimously agreed that the Municipality of Clarendon will purchase a sign from the Minor Hockey Association for the arena  
Carried

**5.2 Request from Agricultural Society - Tree Decorating Contest**  
The Municipality will participate in this event

**5.3 – Request from Recreation Association**

A request was received from the Recreation Association for an additional contribution for the year 2025

**154-11-2024**

**Moved by: Cr. Smith**

**Seconded by: Cr. Dagg**

And unanimously resolved that the Municipality will add \$500 to the amount already budgeted for the Recreation Association for the year 2025

**Carried**

**6. FINANCIAL REPORT &/OR ACCOUNTS PAYABLE**

**Accounts Payable in the amount of \$ 186,012.93 were presented**

**AUTHORITY OF PAYMENT OF THE LIST OF BILLS**

Certificate of availability of credits

I, the undersigned, Patricia Hobbs, Director General of the Municipality of Clarendon certify that there are sufficient credits available to carry out the expenditure mentioned above.

In witness whereof, this certificate is given in Clarendon this 12th day of November 2024

\_\_\_\_\_*Patricia Hobbs*\_\_\_\_\_

**Patricia Hobbs – Clerk Treasurer**

**155-11-2024**

**Proposed by Cr. Smith**

**Seconded by: Cr. Elliott**

And is resolved to pay the bills in the amount of \$ 186,012.93

**7. COMMITTEE MEETINGS AND REPORTS**

**7.1 PERSONNEL COMMITTEE**

**7.1.1 – Addition of Remembrance Day as Stat Holiday for the Municipality of Clarendon employees – Tabled & Discussed**

**7.1.2 LUP COMMITTEE**

**7.2 TRANSPORTATION COMMITTEE**

7.2.1 – Winter Hours

**7.2.2 – Resolution Regarding the Local Road Funding Program (PPA-PAVL)**

**RESOLUTION REGARDING THE LOCAL ROAD FUNDING PROGRAM (PPA – PAVL)**

**Whereas**, the Township of Clarendon is aware of the terms and conditions and regulations regarding the Local Roads Financial Assistance Program (Specific Improvement Projects (PAVL);

**Whereas**, the accountability form V-0321 has been duly completed

**Whereas**, the work performed and the associated costs are eligible under the PAVL;

**Whereas** the road network for which financial assistance has been granted is municipal and eligible under the PAVL

**156-11-2024** It is therefore

Moved by : Cr. Elliott

Seconded by : Cr. Younge

And Resolved that the Council of the Village of Clarendon approves the expenditures of \$53,183.49 for improvements and eligible expenses as per the requirements of the Ministry of Transportation of Quebec.

**Carried**

**7.3 LIBRARY COMMITTEE**

**7.3.1 Library Budget 2025**

**On a recommendation from the Library Committee, the Municipality of Clarendon agrees to approve the following Library Budget for the Shawville/Clarendon Library for the year 2025 (Clarendon’s Share)**

<b>Cultural - Library</b>	
C.R.S.B.P.O.	6,575
Remuneration and benefits	24,230
Telephone	300
Books and periodicals	3,000
Program animation	1,000
Parts and accessories	500
Equipment maintenance	250
Stationery	1,100
Insurance	2,100
Building maintenance & Flooring	2,250
Cleaning contract	2,000
Cleaning supplies	100
Electricity	3,600
Snow plowing/grass cutting	1,000
Publicity	50
Lost book account	200
Elevator fee	50
New equipment	250
Christmas décor	225
Special Event - 20 year anniversary	0
	<b>48,780</b>

**157-11-2024 Moved by: Cr: Smith**  
**Seconded by Cr. Dagg**  
**And unanimously agreed**

**7.5 FINANCE COMMITTEE**

**7.5.1 – Budget Review – Meeting Monday, November 18<sup>th</sup> at 7:00 p.m.**

**7.5.2 – Meeting Dates for 2025**

**CALENDAR OF REGULAR MEETINGS - YEAR 2025**

CONSIDERING THAT article 148 of the Quebec Municipal Code or 319 of the Cities and Towns Act] provides that Council must establish, before the beginning of each calendar year, the calendar of its regular meetings for the coming year, setting the day and time of the beginning of each;

It is therefore:

**158-11-2024 Moved by: Cr.Younge**  
**Seconded by: Cr. Smith**  
**And unanimously resolved**

THAT meetings begin at 7:00 p.m. at the Clarendon Municipal Office located at 427C Route 148 Clarendon, Quebec and

THAT the following calendar be adopted for the holding of regular meetings of the municipal council for the year 2025

- January 14 & 28
- February 11 & 25
- March 11 & 25
- April 8 & 22
- May 13 & 27
- June 10
- July 8
- August 12
- September 9 & 23
- October 14 & 28
- November 11 & 25
- December 9

Public Budget Meeting to be announced

THAT public notice of the contents of this calendar be published by the Clerk Treasurer of the Municipaliyt of Clarendon in accordance with the Act governing the municipality.

**7.6 FIRE COMMITTEE**

**7.6.1– Pay for Officer Course Jonathan & Eric Yes**

**7.6.2 Resolution for the Re-adoption of the Implementation Plan (PMO)**

**Whereas** the municipal council of the municipality of Clarendon previously adopted the proposed Implementation Plan of the MRC Pontiac Fire Safety Cover Plan;

**Whereas** significant changes have been made to the plan since its first draft, including updates to the responsibilities of individual municipalities and various other actions;

**Whereas** the regional council of the MRC de Pontiac has adopted a resolution to suspend the filing of the Fire Safety Cover Plan to allow for its re-adoption by local municipalities;

**Whereas** the revised Implementation Plan (PMO) has been presented to the members of the municipal council for their review and consideration;

**It is therefore**

**160-11-2024 Moved by: Cr.Smith**

**Seconded by: Cr. Elliott**

And unanimously resolved that the council hereby adopts the revised implementation Plan (PMO) as presented and agrees to implement it as part of its fire safety measures.

Carried

**7.6.3 Fire Budget 2025**

**On a recommendation from the Fire Commission the Municipality of Clarendon approves the following budget and wage increases for the Shawville Clarendon Fire Dept for the year 2025. (Clarendon’s Share)**

<b>Fire protection</b>		
Fire chief and volunteers' remuneration and benefits		90,100
Fire - fuel		5,000
Fire - hydrant maintenance		1,500
Firemen - insurance on volunteers		2,800
Fire hall expenses		21,250
Fire services provided by other municipalities		5,000
Fire - annual verifications		8,000
Fire - joint training		10,000
Fire - joint vehicle fuel		2,000
Fire - joint vehicle insurance		2,500
Fire - joint vehicle licences		3,000
Fire - joint vehicle maintenance		10,000
Fire - joint fire supplies		30,000
Fire - joint cell phone		700
Fire - joint communication licence		300
Fire - joint equipment/pagers		1,500
Fire - joint banquet		1,000
		<b>194,650</b>

<b>WAGES</b>	<b>2024</b>	<b>2025</b>
Practice/Course/Training	\$20.00	\$ 22.00
Basic Firefighter	\$ 19.25	\$ 20.00
Firefighter with FF1	\$ 22.00	\$23.00
Officers	\$ 23.00	\$25.00
Secretary	\$1000.00	\$1000.00
Deputy Chiefs	\$ 1500.00	1500.00

**159-11-2024 Moved by: Cr. Dagg**

**Seconded by: Cr. Younge**

**And unanimously agreed. Carried**

7.6.4 Service Agreement Discussion

7.7 WASTE MANAGEMENT

7.7.1 Revised Tonnage rates for Recycling for the term of: January 1, 2025 to December 31, 2025

161-11-2024

Whereas, a new contract is required for a term of one year for collection of recycling with 9828745 Canada Inc/Mcgrimmon Cartage  
It is therefore  
Moved by: Cr. Elliott  
Seconded by: Dagg  
And unanimously agreed to accept the new recycling contract with McGrimmon Cartage including a 3% increase in cost; moving the rate to \$324.84 per metric ton for the 2025 year.  
Carried

7.7.2 EEQ Financial Agreement

Financial agreement with Éco Entreprises Québec

**WHEREAS** the *Environment Quality Act* (R.S.Q., c. Q-2) (“the **Act**”) was amended by the *Act to amend mainly the Environment Quality Act as regards deposits and selective collection* (S.Q. 2021, c. 5), assented to on March 17, 2021 ;

**WHEREAS** section 53.31.0.2 of the Act as amended provides that no municipality or group of municipalities may, on its own initiative, develop or implement all or part of a system for the selective collection of certain recyclable materials when the development, implementation and financing of such a system are entrusted to persons by by-law ;

**WHEREAS** the *Regulation respecting a selective collection system for certain residual materials* (RLRQ, c. Q-2, r. 46.01) (“the **Regulation**”) came into force on July 7, 2022;

**WHEREAS** ÉEQ is the management organization designated under Section I of Chapter III of the Regulation to develop, implement and financially support a Quebec-wide selective collection system for certain recyclable materials;

**WHEREAS** the signatory Organism is party to a contract for the collection and transportation of residual materials ending after December 31, 2024, or plans to award a short contract for the year 2025.

**WHEREAS** section 20 of the By-law provides for the conclusion of an agreement between ÉEQ and a municipal body or aboriginal community that is party to a contract for the collection and transportation of residual materials that ends on a date subsequent to December 31, 2024, on the compensation of this municipal body or community for the services referred to in section 53.31.1 of the Act as it read prior to December 31, 2024, provided between January<sup>1</sup>, 2025 and the end date of said contract<sup>5</sup>.

**WHEREAS** certain other services will be assumed by ÉEQ as part of the selective collection system as of January<sup>1</sup>, 2025;

**WHEREAS** it is necessary for the Parties to provide for the terms and conditions applicable to the payment of compensation and to the services assumed by ÉEQ as of January<sup>1</sup>, 2025 through a financial agreement;

**WHEREAS** ÉEQ has identified the signatory Organization to enter into such an agreement for the Territory of application;

**WHEREAS** the By-law provides for deadlines for the conclusion of the financial agreement;

**WHEREAS** the financial agreement is submitted to the members of the Board;

It is therefore

**153-11-2024** Moved by: Younge

Seconded by: Dagg

And unanimously resolved to accept the terms of the financial agreement submitted to council members which form an integral part of this resolution and to authorize the Mayor to sign the financial agreement with Éco Entreprises Québec

**Carried**

**7.7.3 Brush Dump Closure Date - November 30th will be the last day for the season**

**7.7.4 Municipal Employee at McGrimmon Cartage**

Moved by : Cr. Smith

Seconded by: Cr. Dagg

**162-11-2024**

And unanimously resolved to have a municipal employee work at the Transfer station on a temporary basis

**Carried**

**7.8 COTTAGE ASSOCIATION COMMITTEE**

**7.9 - CHAMBER OF COMMERCE COMMITTEE**

**8. Miscellaneous & Discussion**

**8.1 – Charter of the French Language – Adoption of a Specific Directive**

CONSIDERING the assent, on June<sup>1</sup>, 2022, of the *Act respecting the official and common language of Québec, French* (S.Q. 2022, c. 14), amending the *Charter of the French Language* (RLRQ, c. C-11) (hereinafter the “Charter”); and “Charter”);

CONSIDERING that the Charter establishes a duty of exemplarity for the Administration, requiring municipal organizations to use the French language in an exemplary manner in their activities;

CONSIDERING that the *Politique linguistique de l'État* (hereinafter the “Policy”), which came into force on June<sup>1</sup>, 2023, applies to municipal organizations;

CONSIDERING that the *Règlement sur la langue de l'Administration* (RLRQ, c. C-11, r.8.1) and the *Règlement concernant les dérogations au devoir d'exemplarité de l'Administration et les documents rédigés ou utilisés en recherche* (RLRQ, c. C-11, r.5.1) complete the legal regime applicable to the Administration with regard to the use of French and provide, in addition to those set out in the Charter, for situations where a language other than French may be used;

CONSIDERING that, in accordance with section 29.15 of the Charter, an organization of the Administration to which the Policy applies must adopt a directive specifying the nature of the situations in which it intends to use a language other than French in the cases permitted by the Charter and its regulations, and revise it at least every five years; CONSIDERING that an organization of the Administration to which the Policy applies must adopt a directive specifying the nature of the situations in which it intends to use a language other than French in the cases permitted by the Charter and its regulations, and revise it at least every five years;

CONSIDERING that an organization recognized under section 29.1 of the Charter may waive the obligation to use French in an exemplary manner when, in accordance with the Charter, it uses the language that its recognition allows it to use;

CONSIDERING the obligation to transmit this directive, as well as any subsequent revision, to the Minister of the French Language, in addition to making it public on the Municipality's website;

It is therefore

**163-11--2024** Proposed by Cr. Smith

Seconded by Cr. Younge

and resolved :

To adopt the attached “ *Directive on the use of a language other than the official language of the Municipality of Clarendon* ” (hereinafter the ‘Directive’);

That the Municipality's Directive replaces the general directive of the Minister of the French Language in effect since June 1, 2023;

That this Directive will be :

- transmitted to the Minister of the French Language;
- published on the Municipality's website;
- distributed to municipal staff;
- revised at least every five (5) years.

Carried

**9. ADJOURNMENT**

**164-11-2024** Motion by Cr. Smith to adjourn the meeting of November 12, 2024 at 8:50- p.m.

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Mayor Edward Walsh

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Clerk Treasurer – Patricia Hobbs



**SPECIAL DIRECTIVE CONCERNING THE USE  
OF A LANGUAGE OTHER THAN THE OFFICIAL LANGUAGE  
OF THE MUNICIPALITY OF CLARENDON**

**November 2024**

Adopted November 12, 2024  
Resolution 154-1 1-2024



**I. INTRODUCTION**

The *Act respecting the official and common language of Québec, French*, was assented to on June 1<sup>er</sup> 2022, and amended the *Charter of the French Language*, RLRQ, chapter C-11 ("Charter"), to include the exemplary role of government agencies.

The *government's Language Policy*, which sets the broad guidelines for exemplarity, was approved by the government on February 22, 2023, and applies to municipal organizations.

<sup>e</sup>The *Règlement sur la langue de l'Administration*, RLRQ, chapter C-11, r.9.1 ("RLA") and the *Règlement concernant les dérogations au devoir d'exemplarité de l'Administration*, RLRQ, chapter C-11, r.5.1 ("RDR"), which came into force on June 1, 2023, complete the legal framework applicable to the Administration with respect to the use of French. In addition to those set out in the Charter, they provide for situations where a language other than French may be used.

The recent amendments impose new obligations on all government agencies to adopt a specific directive, aimed in particular at their staff, to inform them of the rules of conduct applicable in language matters and the exceptions they may use in the course of their duties.

This directive must be based on the legal framework established by the Charter, the RLA and the RDR.

It is in this context that the Municipality of Clarendon ("Municipality") has adopted this directive in accordance with section 29.15 of the Charter.

**II. SCOPE OF APPLICATION**

The directive applies to all employees and civil servants of the Municipality.

**III. OBJECTIVE**

The purpose of this directive is to provide a framework and specify the guidelines for the use of a language other than French within the Municipality in cases where permitted by the provisions of Section I of Chapter IV of the Charter and the regulatory framework of the Charter.

**IV. GENERAL PRINCIPLES**

The Municipality intends to play an exemplary role in the use and quality of French in its activities. Staff must be informed of exceptional situations where the Municipality has the option of using a language other than French. Even when the Municipality has the option of using another language, it will use French whenever it deems possible.

**V. EXCEPTIONS ALREADY APPLICABLE TO THE MUNICIPALITY OF CLARENDON AS A RECOGNIZED ORGANIZATION UNDER SECTION 29.1**

The Municipality is a recognized organization under section 29.1 of the Charter and may use a language other than French to the extent provided by its recognition.

Thus, the use of a language other than French in cases covered by the exceptions in Section II of Chapter IV of the Charter derives directly from this recognition and not from this directive.

Then, for some of the exceptions provided for in Section I of Chapter IV of the Charter or in the bylaws (RLA; RDR), the Municipality, as an organization recognized under section 29.1 of the Charter, already has the option of using a language other than French.

In these cases, the Municipality does not have to present the circumstances in which it intends to use an exception provided for in Section I to use a language other than French, since it already has the option of using this other language under the provisions of Section II. These exceptions are therefore not included in this directive.

In accordance with paragraph 2 of section 13.2 of the Charter, an exception allowing the Municipality to use a language other than French in writing in a given situation also gives it the right to use this other language orally in the same situation.

**VI. ADDITIONAL EXCEPTIONS APPLICABLE TO THE MUNICIPALITY OF CLARENDON**

**1. WRITTEN AND ORAL COMMUNICATIONS WITH LEGAL ENTITIES AND COMPANIES**

**1.1. Legal entity - head office or establishment outside Quebec (CLF 16; RLA 2(1))**

The Municipality may use another language, in addition to French, when the written communication is addressed solely to the head office or an establishment of a legal person established in Québec, when this head office or establishment is outside Québec.

The Municipality deals with certain suppliers whose head offices are outside Quebec (mainly elsewhere in Canada or the United States). It also happens that a local supplier is bought by another whose head office is outside Quebec.  
Should it be impossible to communicate with suppliers in French (verbal and written), the Municipality will use English to ensure continuity of operations.

**1.2. Sole proprietorships (CLF 16; RLA 3)**

The Municipality has the right to communicate with a natural person in a language other than French, in its communications with a natural person who is acting in the course of his or her sole proprietorship.  
Should it be impossible to communicate with this person in French (verbal and written), the Municipality will use English.

**1.3. Mission of the organization - last resort (CFL 16; RLA 2(8))**

Before June 1<sup>er</sup> 2025, when it is necessary to transmit a communication to a legal entity in a language other than French to avoid compromising the accomplishment of the Municipality's mission, and when it has taken all reasonable means to communicate solely in French, the Municipality may use English, in addition to French.

**2. WRITTEN AND ORAL COMMUNICATIONS WITH INDIVIDUALS AND OTHER COMMUNICATIONS**

**2.1. Tourism (CFL 22.3)**

The Municipality may use another language in addition to French when communicating in writing to provide tourism services.  
Tourists from outside Quebec, especially from Ontario and the United States, visit some of the Municipality's facilities. Should communication in French be impossible, the Municipality will use English to communicate effectively with these clients.

**2.2. Dissemination of financial information (RDR 1(3))**

The Municipality may use another language in addition to French when communicating in writing in order to disseminate any financial information it deems necessary for the management of the consolidated revenue fund and the public debt, as well as for the management of the issuance of municipal debt.  
In such cases, the Municipality could use English in addition to French, in order to communicate this information effectively to recipients.

**2.3. Auction site and transaction platform (RDR 1(6))**

The Municipality may use another language in addition to French when communicating in writing in order to make available any auction site or transactional platform within the framework of public debt management and the issuance of municipal debt securities.  
In such cases, the Municipality could use English in addition to French, in order to communicate this information effectively to recipients.

**2.4. News organizations broadcasting in another language (CLF 22.5)**

The Municipality may use a language other than French in communications intended for media outlets broadcasting in a language other than French, and in the advertising they carry.  
For example, the Municipality could be featured in English-language print or digital media, either in an advertising or infomercial format, or through communications with an English-language journalist. An English-language media outlet (TV or radio) may also request an interview with the Municipality or the Mayor. In this case, the interview would be conducted in English.

**2.5. Mission statement (RDR 1(14))**

Before June 1<sup>er</sup> 2025, the Municipality may use English in addition to French when communicating in writing in order to accomplish a function related to its mission when the exclusive use of French compromises the accomplishment of this mission and the Municipality has taken all reasonable means to communicate solely in French.

**3. DISPLAY**

**3.1. Commercial activities**

The Municipality may post signs in French and English when the signs relate to activities of a commercial nature, provided that the French language is clearly predominant, unless the signs are on billboards, posters or any other medium with a surface area of 16 m<sup>2</sup> or more and visible from any public road within the meaning of section 4 of the *Highway Safety Code*, RLRQ chapter C-24.2.

<b>4. CONTRACTS AND AGREEMENTS</b>
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The Municipality wishes to provide for the following exceptions in the event of issues related to contractual and operational efficiency. The use of English would be exceptional and adapted to specific cases.

**4.1. Contracts concluded by the Municipality with an English version**

**4.1.1. Public contract (CLF 21; RLA 4(1))**

For public contracts entered into by the Municipality and other written documents relating thereto, an English version may be attached when there is a need to arouse the interest of legal entities or companies not established in Québec in a process aimed at awarding or granting a public contract.

**4.1.2. Writings of a financial nature (CFL 21; RLA 4(2))**

For the Municipality's financial documents and other documents related to them, an English version may be attached when the bidder or contractor must, in connection with a contract, transmit documents that meet 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.

**4.1.3. Head office or establishment outside Quebec (CFL 21; RLA 4(6))**

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, the contract and other related documents may be accompanied by an English version.

For example, the Municipality deals with suppliers located in Ontario. Under this exception, it could send them a direct deposit form, along with a letter, in English.

**4.1.4. Membership agreement - head office outside Quebec (CFL 21; RLA 4(7))**

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, the contract and other writings relating thereto may be accompanied by an English version.

**4.1.5. Impossibility (CLF 21; RLA 4(14))**

For contracts entered into by the Municipality and other written documents relating thereto, a version in English may be attached 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 conforms thereto.

**4.1.6. Information technology - Unavailability (CFL 21; RLA 4(15))**

11

When the Municipality contracts for information technology licenses that do not exist in French, the contract and other related documents may be accompanied by an English version.

In the event that communication in French with its technology suppliers is impossible, the Municipality will use English in the interests of contractual and operational efficiency.

**4.1.7. Instant performance contract (CFL 21; RLA 4(18))**

In the case of contracts for instant execution entered into by the Municipality with a natural person, and in respect of which (1) no file opening or registration procedure is required, (2) the conclusion takes place in the presence of the parties and (3) the natural person has requested that the Municipality use another language, an English version may be attached, as well as for other writings relating thereto.

**4.1.8. Non-Quebec resident (CFL 21.4a)**

When the Municipality contracts in Quebec with a natural person who does not reside in Quebec, the contract and other related documents may be accompanied by an English version.

#### **4.1.9. Foreign legal entity (CFL 21.4b)**

When the Municipality contracts in Quebec with a legal person or enterprise that is not subject to registration under the *Act respecting the legal publicity of enterprises*, and whose head office is located in a state where French is not an official language, the contract and other writings relating to it may be accompanied by an English version.

### **4.2. Contracts signed by the Municipality in both French and English**

#### **4.2.1. Loan contract (FLC 21 para. 2)**

Loan contracts signed by the Municipality may be drafted in both French and English.

#### **4.2.2. Option (CFL 21 al. 2)**

Contracts providing for the purchase or sale of an option to which the Municipality is a signatory may be drafted in both French and English.

#### **4.2.3. Forward contract (CFL 21 para. 2)**

Futures contracts to which the Municipality is a signatory may be drawn up in both French and English.

#### **4.2.4. Successive performance contract (CFL 22.3)**

When they are consumer contracts, successive performance contracts to which the Municipality is a signatory may be drafted in both French and English 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 services to the bodies referred to in Article 95 or to
- indigenous;
- To provide services to welcome immigrants into Quebec society during the first six months of their arrival in Quebec;
- To provide services and maintain relationships outside Quebec;
- To provide tourism services.

#### **4.2.5. Accommodation or rental for tourist services (CFL 22.3)**

When they are consumer contracts, contracts for the provision of accommodation or the rental of property for tourism purposes to which the Municipality is a signatory may be drafted in both French and English.

### **4.3. Supply contracts - Registration on products - Impossibility (CFL 21.12)**

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.

It may only depart from this rule when it is impossible to obtain the required product or an equivalent product in good time.

For example, the Municipality could allow a listing for a product obtained from a corporation or business to be in English only when it is impossible to obtain the desired product or another equivalent and compliant product in a timely manner.

#### **4.4. Services received by the Municipality from a corporation or business - Impossibility (CFL 21.12)**

The Municipality must ensure that any service obtained from a corporation or business is in French. It may depart from this rule only when services, other than those intended for the public, cannot be provided in French.

Thus, the Municipality could allow a service obtained from a corporation or business to be in English, and only when it is impossible for such services to be rendered in French.

### **4.5. Contracts signed by the Municipality in English only**

#### **4.5.1. Insurance policy (CFL 21.5)**

When the Municipality enters into a contract for an insurance policy that does not have a French-language equivalent in Quebec, and that originates outside Quebec or is not widely used in Quebec, the contract and related documents may be drafted in English only.

**4.6. Other writings in English only - Legal value (CFL 21.6)**

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

**5. DOCUMENTS SENT TO THE MUNICIPALITY BY LEGAL ENTITIES AND COMPANIES**

**5.1. Head office or establishment outside Quebec (CLF 21.9; RLA 6(3))**

A written document 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 section 21 of the Charter, including the writing that the legal person or business receiving the assistance or authorization is required to send to the organization by reason of such assistance or authorization, may be drafted in English only when the writing emanates from the head office or establishment located outside Quebec of a legal person or business established in Quebec.

**5.2. Sole proprietorship (CLF 21.9 RLA 6(4))**

A written document 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 section 21 of the Charter, including the written document that the legal person or company benefiting from the assistance or authorization is required to send to the organization because of this assistance or authorization, may be drafted in English only when the writing is sent by a natural person operating a sole proprietorship and the Municipality has the option of using another language, in addition to French, in its communications with this person when the latter is not acting in the course of operating his or her business.

**5.3. Ability to use another language (CFL 21.9; RLA 6(5))**

A written document 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 Section 21 of the Charter, including the written document that the legal person or company benefiting from the assistance or authorization is required to send to the organization by reason of this assistance or authorization, may be drafted in English only when the Municipality has the option of using another language in addition to French in its communications with this legal person or company.

**5.4. Mission of the Municipality (CFL 21.9; RLA 6(10))**

<sup>er</sup>Prior to June 1, 2025, a written document 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 covered by section 21 of the Charter, including the writing that the legal person or business receiving the assistance or authorization is required to transmit to the organization by reason of such assistance or authorization, may be drafted in English only when the transmission of the writing in French only would compromise the accomplishment of the Municipality's mission and it has taken all reasonable means to have the writing transmitted to it in French only.

**6. RESEARCH**

**6.1. Economic and financial documentation (CFL 22.5; RDR 2(1))**

The Municipality may use English, in addition to French, in documents of an economic and financial nature drafted and used in research.

**6.2. Information provided by a participant (CFL 22.5; RDR 2(2))**

Information transmitted by a participant in a research study, survey or public consultation, or by a person contributing to it, may be written in a language other than French.  
In order to respect and listen to its English-speaking citizens, the Municipality will accept comments and information in English when it is impossible for them to express themselves adequately in French.

**6.3. Survey (CFL 22.5; RDR 2(3))**

The Municipality may use a language other than French in the material used for a survey or statistical inquiry, in particular a questionnaire or interview form.  
In order to respect and listen to its English-speaking citizens, the Municipality will accept to use English when it is impossible for the citizen(s) involved to express themselves adequately in French.

**6.4. Scientific study (CFL 22.5; RDR 2(5))**

The Municipality may use a language other than French in documents drafted or used for a scientific study and its evaluation.

**6.5. Mission statement (CFL 22.5; RDR 2(7))**

<sup>er</sup>Before June 1, 2025, the Municipality may use English in other documents drafted or used in research for which the exclusive use of French compromises the accomplishment of the Municipality's mission and when it has taken all reasonable means to ensure that the document is drafted solely in French.

**7. INTERGOVERNMENTAL AND INTERNATIONAL AFFAIRS, COOPERATION, CONSULTATION AND RELATIONS OUTSIDE QUEBEC**

The Municipality wishes to provide for the following exceptions in the event that it needs to provide services, maintain relations, communicate or contract outside Quebec.

**7.1. Services and relations outside Quebec (CLF 22.3)**

The Municipality may use English, in addition to French, when communicating in writing to provide services and maintain relations outside Quebec.

**7.2. Legal person governed by public law of another state (RDR 1(7))**

The Municipality may use English, in addition to French, when communicating in writing with a legal entity governed by public law of another State whose official language is not French.

**7.3. Other governments (CFL 16, 21; RLA 1, 4(8))**

When communicating in writing with another government whose official language is not French, the Municipality may attach an English version to the French version of the communication.  
When contracting with both a supplier or service provider and another government whose official language is not French, the Municipality may attach an English version to the French version of the contract.

**7.4. Contracts used outside Quebec (CFL 21, 21.5; RLA 4(4))**

When a written document sent to the Municipality under a contract is to be used outside Quebec, an English version may be attached.  
When the Municipality contracts outside Quebec, the contract to which the Municipality is a signatory and the related written documents may be drafted in English only.

**7.5. Third parties outside Quebec (CFL 21; RLA 6(2))**

A writing 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 Section 21 of the Charter may be drafted in English only, when the writing is sent both to the Municipality and to a third party outside Québec.

**VII. ENTRY INTO FORCE**

This directive comes into effect on the date of its adoption by the Municipal Council of the Municipality of Clarendon.

**VIII. UPDATING AND REVISION**

This directive is updated at least every five (5) years. It may be revised before that time, particularly when changes to the Charter or its regulations need to be taken into account, or when additional requirements are deemed necessary. Any changes to its content must receive the necessary approvals.