



BRIGHTSAND LAKE REGIONAL PARK AUTHORITY CONSTITUTION - 2025

Brightsand Lake Regional Park Authority [hereinafter referred to as "The Authority"] was constituted as a body corporate under Section 6(1) of *The Regional Parks Act, 2013*, by order of the Lieutenant Governor in Council No. 706/65, dated Tuesday, May 4, 1965.

OBJECTIVES

1. The objectives of the Authority shall be as follows:
 - a. To develop, maintain, and administer the Brightsand Lake Regional Park in accordance with the needs and interests of the Rural Municipality of Mervin No. 499, Brightsand Lake Regional Park Lot Leaseholders, and patrons of the Park.
 - b. To provide for the protection, care, management, and control of the Brightsand Lake Regional Park. Emphasis on the preservations of natural ecosystems, habitat, and wildlife within the Park boundaries.
 - c. To encourage the appreciation and use of Brightsand Lake Regional Park.

INTERPRETATION / LEGISLATION

2. In this constitution, the following words and terms shall have the indicated meaning, unless otherwise indicated elsewhere in the document:
 - a. "**Act**" shall mean *The Regional Parks Act, 2013 and Regulations* as amended from time to time.
 - b. "**AGM**" shall mean the Annual General Meeting, which is open to the public.
 - c. "**BSLRP**" shall mean Brightsand Lake Regional Park.
 - d. "**COA**" shall mean the Cabin Owners Association for the Leaseholders within the Park.
 - e. "**Constitution**" shall mean this Constitution of the Brightsand Lake Regional Park Authority as amended, from time to time, and which is, in force or effect.
 - f. "**Directors**" shall mean the Board of Directors of the Brightsand Lake Regional Park Authority.
 - g. "**Executive Directors**" shall mean the members who are elected by the Directors of the Brightsand Lake Regional Park Authority annually at a regular meeting of the Authority.
 - h. "**Fiscal Year**" shall mean the calendar year, January 1 to December 31.
 - i. "**General Meeting**" shall mean the Annual General Meeting and/or a Special General Meeting.
 - j. "**Member**" shall mean the Rural Municipality of Mervin No. 499, who has entered into an agreement with Brightsand Lake Regional Park Authority to provide for participation in the development and operation of the Park.
 - k. "**Member at Large**" shall mean any individual appointed to the Brightsand Lake Regional Park Authority, through a Memorandum of Understanding, and is accepted by the Authority as stated in the Act.

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POWERS OF THE AUTHORITY

3. The powers of the Authority shall be those as set out in *The Regional Parks Act, 2013* and regulations thereunder.
4. Any topic not covered by the Constitution, bylaws, or policy shall remain the exclusive responsibility of the Authority.
5. The Authority has jurisdiction over Brightsand Lake Regional Park in all matters relating to the regional park, within the Act, including but not limited to incur obligations, disburse money, appoint committees and general perform all such acts of administration as may be necessary or expedient for the proper functioning.
6. The invalidity or unenforceability of any provision of this Constitution shall not affect the validity or enforceability of the remaining provisions of the Constitution.
7. To the extent that any amendment to the Act results in a conflict between a provision of this Constitution and a provision of the Act, the directors shall amend this Constitution to make such a conflicting provision conform with the Act.

MEMBERSHIP

8. The Authority shall consist of representatives as appointed by the R.M. of Mervin No. 499 and approved Member(s) at Large by the Brightsand Lake Regional Park Authority, who shall be known as Directors.

*R.M. of Mervin No. 499 1 Representative appointed from Council
and 4 Representatives*

BSLRP Member(s) at Large 2 Representatives approved by the Authority

9. The number of Member(s) at Large shall not exceed 40% of the total number of directors.
10. Member(s) at Large shall be appointed by the Authority through a Memorandum of Understanding between the parties.
11. To ensure continuity in the conduct of the business of the Authority, each Representative of the Brightsand Lake Regional Park Authority shall serve for a term of four calendar years, with all terms running from January 1 to December 31.
12. Terms shall be staggered on a revolving basis, such that one member's term shall expire each calendar year, thereby ensuring consistent representation and ongoing continuity of governance.
13. Notwithstanding the foregoing, the appointed member from the Council of the Rural Municipality of Mervin No. 499 shall serve a term as determined from time to time by the RM Council, in accordance with its internal appointment policies and/or resolutions.
14. The staggered four-year terms described herein shall take effect following the second Annual General Meeting (AGM) after the adoption of this provision, at which time the initial rotation of terms shall be established.
15. For implementation purposes, at the time the staggered system takes effect, the Authority shall assign initial terms of one (1), two (2), three (3), and four (4) years to the current Representatives by means of random draw or mutual agreement, ensuring that thereafter one term expires each calendar year, after which all subsequent appointments shall be for the standard four-year term.

DIRECTORS AND THEIR DUTIES

16. All Directors shall enter upon their official duties immediately following appointment of such at the first regular meeting of each calendar year.
17. All Directors shall complete the following documents at the first regular meeting of each calendar year:
 - a. Oath of Member – Appendix A;
 - b. Statement of Confidentiality – Appendix B;
 - c. Code of Ethics – Appendix C; and
 - d. Public Disclosure Statement – Appendix D.
18. An Executive Committee shall be chosen from the Directors at the first regular meeting of the Authority in each calendar year and shall be confirmed at the AGM. The number of Executive Directors shall be a maximum of three representatives, which include the Chairperson and Vice Chairperson. No representative shall act for an absent Executive Committee director at a meeting of the Executive Committee.
19. The Chairperson shall be the chief executive officer of the Authority and shall preside over all meetings of the Authority and the Executive Committee. That person shall be an ex-officio member of all standing and special committees and shall perform such other duties as usually pertain to the office the Chairperson.
20. The Vice Chairperson, in the absence of the Chairperson, shall preside at the meeting of the Authority and the Executive Committee. The Vice Chairperson shall perform such other duties as usually pertain to that office, or as may be assigned to him/her by the Chairperson and the Executive Committee.
21. Any Director who has a real or perceived conflict of interest with any matter of business at a meeting of the Authority, shall recuse themselves from the matter and not participate in discussion or voting.
22. All Directors shall follow the Code of Ethics for Members Policy of the Brightsand Lake Regional Park.

ADMINISTRATOR

23. The Administrator shall be assigned placement by contract with the Authority, with the following duties that include, but are not limited to:
 - a. Keep the record of minutes of all meetings of the Authority and Executive Committee;
 - b. Notify Directors of the AGM by giving notice as required;
 - c. Subject to the direction of the Chairperson, shall notify all Directors of meetings as required;
 - d. Attend to all correspondence of the Authority;
 - e. Keep adequate and proper records which shall be open to inspection by any member of the Authority or by the Minister of Parks, Culture, and Sport or his/her representative on request; and
 - f. Shall keep all accounts of the Authority and shall, with the Signing Authority as assigned to his/her position, sign all cheques, drafts, or other orders for payment on behalf of the

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Authority, and advise the Executive Committee of the financial standing of the Authority.

SIGNING OF DOCUMENTS

24. Instruments shall be valid by the Authority under the signature of two individuals, at least one of which must be the Chairperson and/or Vice Chairperson, as which document may prescribe; the other of which may be the Administrator pertaining to cases whereupon, authority has been prearranged case by case through resolution of the Authority.
25. The seal of the Authority shall be in the custody of the Administrator and all papers or documents required to be sealed on behalf of the Authority shall be sealed in the presence of the Chairperson or the Vice Chairperson and the Administrator.

ANNUAL AUDIT

26. The Authority shall at the AGM in each year appoint an Auditor and instruct him/her to audit and report on the books, records, and accounts of the Authority and prepare the financial statements as required by the Act.
27. The fiscal year end of the Brightsand Lake Regional Park shall be December 31st of each calendar year.

MEETING(S)

28. The Authority shall call an Annual General Meeting on or before July 15 of each calendar year.
29. Regular meetings of the Authority shall be held throughout the year, as determined at the first meeting of each calendar year.
30. Special meetings of the Authority may be called at any time by the Chairperson, or upon request of at least three (3) Directors, with a minimum of forty-eight (48) hours notice.
31. Quorum shall be constituted at fifty percent (50%) plus one of the appointed board members at all meetings.
32. Decisions shall be made by the majority vote of those present.
33. If there are an equal number of votes for and against a motion or bylaw, that motion or bylaw is defeated.
34. All meetings shall be conducted in accordance with the current edition of Robert's Rules of Order, except where modified by this bylaw or the Authority's governance documents.

CONFLICT OF INTEREST

35. Any Director or Committee Member who has a direct or indirect interest in a matter before the Authority shall:
 - a. Disclose the interest prior to discussion or vote on the matter.
 - b. Refrain from discussing or voting on the matter.
 - c. Leave the meeting room if so, required by the Authority.
36. Any declaration of conflict shall be recorded in the meeting minutes.

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COMMITTEES

- 37. The Authority may from time to time establish such committees as it deems necessary, in response to specific issues requiring immediate or long-term attention, by bylaw with specific Terms of Reference that define the purpose and structure of such committee.
- 38. The membership of the committee shall be determined and directed by the Authority, and members need not be members of the Authority.
- 39. The business of a committee shall be conducted in accordance with the rules governing the Authority Directors.

BORROWING OF FUNDS

- 40. The Authority may borrow funds for Capital or maintenance expenditures, by adopting a motion of authorization at a regular meeting.

PREVIOUS CONSTITUTION(S) VOID

- 41. Any and/or all previous constitutions of the Brightsand Lake Regional Park Authority are hereby declared to be null and void.



[Signature]

PARK AUTHORITY CHAIR

X *[Signature]*

PARK AUTHORITY VICE CHAIR

X *[Signature]*

PARK AUTHORITY ADMINISTRATOR

Adopted by Resolution at the Special Meeting
of Brightsand Lake Regional Park Authority
This 7 day of November, 2025.

[Handwritten mark]



**Oath of Member
Brightsand Lake Regional Park Authority**

I, _____ of _____, Saskatchewan having been appointed to the board of the Brightsand Lake Regional Park Authority by the Rural Municipality of Mervin No. 499, acknowledge the importance of confidentiality and DO SOLEMNLY PROMISE AND DECLARE THAT:

1. I will truly, faithfully and impartially, to the best of my knowledge and ability, perform the duties of this office, of which I am appointed.
2. I have not received and will not receive any payment or reward, or promise of payment or reward, for the exercise of any corrupt practice or other undue execution or influence of this office.
3. I will disclose any conflict of interest within the meaning of Part VII of *The Municipalities Act*, that references Conflicts of Interests for Members of Council.
4. Any and all information or record concerning any ratepayer, occupant, patron contractor, contract, employee, member of the Brightsand Lake Regional Park board, or any other matter whatsoever concerning the Brightsand Lake Regional Park Authority, is to be kept in strict confidence.
5. I agree that I am expected to respect the confidential nature of my position by avoiding discussion of any topics that are not formally communicated to the public by the Chairman or Administration of the Brightsand Lake Regional Park Authority. Information regarding a staff member or board member must not be discussed in public or with any person not authorized to receive that information. Exchange of personal information within the system shall be on a "need to know" basis. Breaching confidentiality is a serious violation of acceptable conduct and is grounds for disciplinary action up to and including removal from being appointed to the Brightsand Lake Regional Park Authority by the Rural Municipality of Mervin No. 499.
6. I will maintain this confidentiality even after my appointment has expired with the Rural Municipality of Mervin No. 499.

Taken before me at St. Walburg, Saskatchewan, this ____ day of _____, 20____.

Signature: _____

Date: _____

Printed Name: _____

Witness: _____

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STATEMENT OF CONFIDENTIALITY

It is the policy of Brightsand Lake Regional Park that Authority members, employees, and volunteers of Brightsand Lake Regional Park will not disclose confidential information belonging to or obtained through their affiliation with Brightsand Lake Regional Park to any person, including their relatives, friends, and business, and/or professional associates, past employees, or past board members unless Brightsand Lake Regional Park Authority has authorized disclosure. This policy is not intended to prevent disclosure where disclosure is required by law.

Authority members, volunteers, and employees are cautioned to demonstrate professionalism, good judgement, and care to avoid unauthorized or inadvertent disclosures of confidential information and should:

1. Avoid discussing or even speculating about confidential matters in places where you may be overheard by people who do not have a valid need to know such information.
2. Avoid discussing confidential information on cellular phones and take great care when discussing such information with relatives or social acquaintances.
3. Always put confidential documents away when not in use and based upon the sensitivity of the material, keep such documents in a locked desk or cabinet. Do not leave documents containing confidential information where they may be seen by persons who do not have a need to know the content of the documents.
4. Avoid unnecessary duplication of confidential documents. This includes emailing or faxing confidential information.
5. Do not use trash or recycling bins to dispose of confidential documents. If available, use a shredder prior to disposal.
6. Never distribute internal use only documents outside the organization. This includes transmitting via internet or emailing or faxing confidential information, such as financial documents, passcodes, board, employee, or volunteer personnel information. Be aware that the internet and other external electronic mail carriers are not secure environments for the transmission of confidential information.
7. Do not give your computer IDs, files, codes, or passwords to any other person. Passwords protect computers and log off when they are not in use.
8. Files should stay in one designated location in the office with one to two employees given access. Files should not leave the office, nor should passcodes be given to anyone other than employees.

All information concerning patrons (including tenants, cabin owners, campers), our staff, volunteers, and financial data, and company records of Brightsand Lake Regional Park is confidential. "Confidential" means that you are free to talk about Brightsand Lake Regional Park and about your position, but you are not permitted to disclose customers (including tenants, cabin owners, campers), employees or volunteers' names or talk about them in ways that will make their identity known. No information may be released without appropriate authorization. This is a basic component of client care and organization ethics. The Board of Directors, employees, and our customers rely on paid and volunteer employees to conform to this rule of confidentiality.

Upon separation of employment and/or at the end of an Authority member's term, he/she shall return all documents, papers, and other materials that may contain confidential information.

Failure to adhere to this policy will result in disciplinary action, up to and including separation of employment or appointment with Brightsand Lake Regional Park.

I have read Brightsand Lake Regional Park's policy on confidentiality and the Statement of Confidentiality presented above. I agree to abide by the requirements of this policy and inform the Authority Chairman immediately if I believe any violation (unintentional or otherwise) of the policy has occurred. I understand that violation of this policy will lead to disciplinary action, up to including termination of my appointment with Brightsand Lake Regional Park.

Taken before me at St. Walburg, Saskatchewan, this 30th day of January 2025.

Signature: _____

Date: _____

Printed Name: _____

Witness: _____



Code of Ethics for Members of Brightsand Lake Regional Park Authority

Appendix 'C' to Constitution

Approved 2025

This Appendix shall be known as "**The Code of Ethics**".

This Appendix has been created to comply with *The Regional Parks Act, 2013* (the "Act") and *The Regional Parks Regulations, 2015* (the "Regulations") for Brightsand Lake Regional Park Authority (the "Authority").

Part I – Code of Ethics

1. Code of Ethics for Members of the Authority

- 1.1 As Members of the Authority, we recognize that our actions have an impact on the lives of all residents and property leases in the community. Fulfilling our obligations and discharging our duties responsibly requires a commitment to the highest ethical standards.
- 1.2 The quality of the public administration and governance of Brightsand Lake Regional Park, as well as its reputation and integrity, depends on our conduct as appointed officials.

2. Purpose and Interpretation

- 2.1 The purpose of this code is to outline basic ethical standards and values for Members of the Authority. It is to be used to guide Members of the Authority to respect what their obligations are when fulfilling their duties and responsibilities as elected officials.
- 2.2 This code is to be interpreted in accordance with the legislation applicable to the municipality, the common law, and the policies and bylaws of Brightsand Lake Regional Park.
- 2.3 Neither the law nor this code is to be interpreted as exhaustive, and there will be occasions on which the Authority will find it necessary to adopt additional rules of conduct to protect the public interest and to enhance public confidence and trust in local government.
- 2.4 It is the responsibility of each member of the Authority to uphold the standards and values set out in this code.

3. Standards and Values

- 3.1 **Honesty**
Members of the Authority shall be truthful and open in their roles as Authority members and as members of the committees they serve.
- 3.2 **Objectivity**
Members of the Authority shall make decisions carefully, fairly, and impartially.
- 3.3 **Respect**
Members of the Authority shall treat every person, including other Members of the Authority, park employees, and the public, with dignity, understanding, and respect.
Members of the Authority shall not engage in discrimination, bullying, or harassment in their roles as Members of the Authority. They shall not use derogatory language towards others, respect the rights of other people and groups, treat people with courtesy, and shall recognize the importance of the different role others play in local government decision making.
- 3.4 **Transparency and Accountability**
Members of the Authority shall endeavor to conduct and convey Authority business and all their duties in an open and transparent manner, other than those discussions that are authorized to be dealt with in a confidential manner in closed session, so that stakeholders can view the process and rationale used to reach decisions and the reasons for taking certain actions.
Members of the Authority are responsible for the decisions that they make. This responsibility includes acts of commission and acts of omission.
- 3.5 **Confidentiality**
Members of the Authority shall refrain from disclosing or releasing any confidential information acquired by virtue of their office except when required by law or authorized by the Authority to do so. Members shall not take advantage of or obtain private benefit from information that is not obtained during or as a result of their official duties or position and that is not in the public domain. This includes complying with *The Freedom of Information and Protection of Privacy Act* and *The Local Authority Freedom of Information and Protection of Privacy Act* in their capacity as Members of the Authority of a local authority.



Code of Ethics for Members of Brightsand Lake Regional Park Authority

Appendix 'C' to Constitution

Approved 2025

3.6 Leadership and the Public Interest

Members of the Authority shall serve their constituents in a conscientious and diligent manner and act in the best interests of the Regional Park. A member shall strive, by focusing on issues important to the community and demonstrating leadership, to build and inspire the public's trust and confidence in local government. Members of the Authority are expected to perform their duties in a manner that will bear close public scrutiny and shall not provide the potential or opportunity for personal benefit, wrongdoing, or unethical conduct.

3.7 Responsibility

Members of the Authority shall act responsibly and in accordance with the Acts of Parliament of Canada, the Legislature in Saskatchewan, including *The Constitution of Brightsand Lake Regional Park Authority*, and *The Regional Park Act, 2013*.

This duty includes disclosing actual or potential conflicts of interest, either financial or otherwise relating to their responsibilities as Members of the Authority, following policies and procedures of the Authority, and exercising all conferred powers strictly for the purpose for which the powers have been conferred. Every member of the Authority is individually responsible for preventing potential and actual conflicts of interest.

Part II – Contravention of the Code of Ethics

4. Complaint Procedure

The following section details the procedure for handling contraventions of the code of ethics.

- 4.1 To report an alleged contravention of the code of ethics, an individual/organization/member of the Authority may submit a letter, by sending the form directly to the Authority Chairperson or the Authority Administration, by mail, e-mail, or courier. The complaint will then be presented to the Authority at the next regular meeting of the Authority in an in-camera session.
- 4.2 Upon receipt of a complaint, the Authority shall discuss the complaint and take all necessary steps to ensure the complaint is valid.
- 4.3 All discussions surrounding alleged and substantiated contraventions of this policy shall be conducted in an in-camera session at a meeting of the Authority.
- 4.4 If the claim is found to be substantiated, the Authority may, by resolution, impose an appropriate penalty detailed in 6(a) to (e), based on the severity of the contravention of the code of ethics.
 - 4.4.1 Any action taken by the Authority should include a time frame to complete the expected remedial action.
- 4.5 The Authority shall inform the claimant and member of the Authority, and any other relevant party of the Authority's decision, which includes:
 - 4.5.1 Informing the complainant and member of the Authority that the complaint is dismissed; or
 - 4.5.2 Informing the complainant and member of the Authority of the corrective action and/or the measures taken to ensure the behavior or activity does not continue.

5. Contravention during an Authority meeting

If the Authority believes a member has violated the code of ethics during an Authority meeting, the Authority may require the member to remove themselves for the remainder of the Authority meeting. The Authority may apply additional penalties based on the severity of the contravention.

6. Remedial Action if Contravention Occurs

Should a member of the Authority breach any of the principles outlined in this code, the choices that are available to the Authority include but are not limited to:

- An apology, either written and/or verbal, by the member of the Authority to the impacted individual(s), the Authority, and/or the public;
- Educational training on ethical and respectful conduct;
- Repayment of moneys/gifts received;
- Dismissal of the member from an Executive position;



Code of Ethics for Members of Brightsand Lake Regional Park Authority

Appendix 'C' to Constitution

Approved 2025

The discipline of an Authority Member will be in the order as follows:

1. Verbal Warning.
2. Written Warning.
3. Suspension from a meeting.
4. Any ongoing issue will be then discussed with the governing agency that appointed said member to the Authority.

I have read the Brightsand Lake Regional Park Authority Code of Ethics presented above. I agree to abide by the Code of Ethics of Brightsand Lake Regional Park Authority. I understand that violation of the Code of Ethics will lead to disciplinary action, up to including termination of my appointment with Brightsand Lake Regional Park.

Name

Signature

Date

Handwritten initials/signature



Public Disclosure Statement
Brightsand Lake Regional Park Authority

Appendix 'D' to Constitution

Approved 2025

Name: _____

Disclosure of Employer, etc.:

Pursuant to subclause 142(2)(a)(i) of *The Municipalities Act*, I hereby disclose the name of every employer, person, corporation, organization, association, or other body from which I or someone in my family receives remuneration for services performed as an employee, director, manager, operator, contractor, or agent:

My Name or Name of Family Member	Payer	Nature of Relationship

Disclosure of Corporate Interests:

Pursuant to subclause 142(2)(a)(ii) of *The Municipalities Act*, I hereby disclose the name of each corporation in which I or someone in my family has a controlling interest, or of which I or someone in my family is a director or a senior officer:

My Name or Name of Family Member	Name of Corporation

Disclosure of Partnerships:

Pursuant to subclause 142(2)(a)(iii) of *The Municipalities Act*, I hereby disclose the name of each partnership or firm of which I or someone in my family is a member:

My Name or Name of Family Member	Name of Partnership or Firm



**Public Disclosure Statement
Brightsand Lake Regional Park Authority**

Disclosure of Other Involvements:

Pursuant to subclause 142(2)(a)(iv) of *The Municipalities Act*, I hereby disclose the name of any corporation, enterprise, firm, partnership, organization, association, or body that I or someone in my family directs, manages, operates or is otherwise involved in:

- (a) transacts business with Brightsand Lake Regional Park;
- (b) the Authority considers it appropriate or necessary to disclose; or
- (c) is prescribed:

My Name or Name of Family Member	Name of Corporation, Enterprise, Firm, Partnership, Organization, Association, or Body

Disclosure of Property Holdings:

Pursuant to clause 142(2)(b) of *The Municipalities Act*, I hereby disclose the municipal address or legal description of any property located in the municipality or an adjoining municipality that is owned by:

- (a) me or someone in my family; or
- (b) a corporation, incorporated or continued pursuant to *The Business Corporations Act* or the *Canada Corporations Act*, of which I or someone in my family is a director or senior officer or in which I or someone in my family has a controlling interest:

Owner(s)	Municipal Address or Legal Description	Municipality

Handwritten signature/initials



Public Disclosure Statement
Brightsand Lake Regional Park Authority

Appendix 'D' to Constitution

Approved 2025

Disclosure of Contracts and Agreements:

Pursuant to clause 142(2)(c) of *The Municipalities Act*, I hereby disclose the general nature and any material details of any contract or agreement involving me or someone in my family that could reasonably be perceived to be affected by a decision, recommendation or action of the Authority and to affect my impartiality in the exercise of my office:

My Name or Name of Family Member	General Nature and Any Material Details of Any Contract or Agreement

DECLARATION

I, _____, of the _____ in the Province of Saskatchewan, do hereby declare that to the best of my knowledge, information and belief, the statements and allegations contained and made in this form are true and complete, and I make this declaration for the purpose of official registration, in the full knowledge that it will be available for public examination.

Taken before me at St. Walburg, Saskatchewan, this ____ day of _____ 20 ____.

Signature: _____ Date: _____

Printed Name: _____ Witness: _____

Handwritten initials/signature