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**Annotated British Columbia Local  
Government Act and Community Charter**

**Peter Johnson**

**Release No. 37, December 2018**

Under the editorial leadership of Peter Johnson, this work is a publisher's unofficial consolidation of the British Columbia *Local Government Act*, R.S.B.C. 2015, c. 1, the British Columbia *Community Charter*, S.B.C. 2003, c. 26, and selected regulations..

This release features updates to the Words Phrases section comprised of new references to terms that are applicable to and have been considered in the context of Municipal Law in British Columbia and Canada, as well as new entries in the Selected Legal Literature - Local Government Law section and an updated Table of Cases.

**Highlights**

- **Civil disobedience** — **Civil disobedience** is defined in *Black's Law Dictionary* (7th ed) as "A deliberate but non-violent act of lawbreaking to call attention to a particular law or set of laws of questionable legitimacy

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or morality.” In essence, it is an individual or combined effort to bring about social change or attack unpopular laws or policies by illegal means or in violation of the lawful interests of other citizens: *Dubois v. Saskatchewan* (2018), 93 R.P.R. (5th) 233, 2018 CarswellSask 436, 2018 SKQB 241 (Sask. Q.B.).

● **Upon** — [Where] the context of the Agreement tied the payment of the second deposit to the timing of the waiver. Once the Buyer waives, thereby confirming the continued existence of the contract, it is required to provide the timely delivery of the second deposit cheque to the Seller’s lawyer. [The judge] can only interpret the term “upon” in the context of the Agreement to mean that delivery is to take place at the time of the waiver or as shortly afterwards as practicable: *Mikmada Development Group Inc. v. Conlon* (2018), 2018 CarswellOnt 6917, 2018 ONSC 2598 (Ont. S.C.J.).

● **Utility service** — A “utility service” is defined as “the thing” (service) that “is provided by the system or works of a public utility >”: s. 28(f) [of the *Municipal Government Act*, R.S.A. 2000, c. M-26 (MGA)]. In other words, a utility service is not just a service (in this case, sewage disposal) but also a means of providing a service (by the system or works of a public utility). Further, “public utility” is defined as “. . . a system or works used to provide one or more of the following for public consumption, benefit, convenience or use: . . . sewage disposal”: s. 1(1)(y) [of the] *MGA*. The definition of “public utility” makes it clear that “the system or works” must be provided for “public consumption, benefit, convenience or use”: *Kozak v. Lacombe (County)* (2017), 28 Admin. L.R. (6th) 308, 2017 CarswellAlta 2020, 2017 ABCA 351, 66 M.P.L.R. (5th) 197, 58 Alta. L.R. (6th) 263 (Alta. C.A.).