

**The Corporation of the Municipality of West Grey**

**By-law Number 75 - 2016**

Being, a By-law to authorize the Mayor and CAO/Deputy Clerk to sign a Real Estate Services Contract Agreement between the Municipality of West Grey and Glen G. Reay, Wilfred McIntee & Co. Ltd. Brokerage);

**Now Therefore the Council of the Corporation of the Municipality of West Grey hereby enacts as follows:**

1. That the Mayor and CAO/Deputy Clerk are hereby authorized to sign a Real Estate Services Contract Agreement between the Municipality of West Grey and Glen G. Reay, Wilfred McIntee & Co. Ltd. Brokerage), attached as Schedule "A" to this by-law.
2. That this By-law shall be deemed to come into full force and effect on the date of its passing thereof.

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**Read** a first and second time this 18<sup>th</sup> day of August, 2016.

**Read** a third time and finally passed this 18<sup>th</sup> day of August, 2016.

\_\_\_\_\_  
(Signed)  
Mayor – Kevin Eccles

\_\_\_\_\_  
(Signed)  
CAO/Deputy Clerk – Larry C. Adams

**Schedule "A" to By-law Number 75 - 2016**

**Municipality of**



**Real Estate Services Contract Agreement**

**Municipality of West Grey**  
**Real Estate Services Contract**

AGREEMENT BETWEEN MUNICIPALITY AND CONTRACTOR

AGREEMENT made in duplicate this 18<sup>th</sup> day of August, 2016.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

Hereinafter referred to as the "Municipality",

and –

GLEN G. REAY (Wilfred McIntee & Co. Ltd. Brokerage)

Hereinafter referred to as the "Contractor."

The Municipality and the Contractor are collectively referred to herein as "Parties".

Whereas, the Municipality has identified the need to contract real estate services and has prepared Request for Proposals for the said contract;

And whereas, the Contractors' proposal, referred to herein as the "Proposal", for the completion of the project has been accepted by the Council of the Corporation of the Municipality of West Grey and the said contract awarded to the Contractor;

NOW THEREFORE in consideration of the mutual promises hereinafter contained, the Parties acknowledge and agree as follows:

## **Part 1. Contractor Services:**

1.1 The Contractor hereby agrees to perform all duties/services contained on the list attached hereto as Appendix "A" in the time frames provided therein.

1.2 The contract term will cover a five (5) year period from August 18, 2016 to August 18, 2021 with an option for a second five (5) year term at the Municipality's sole discretion.

1.3 The Contractor agrees that the initial Request for Proposal dated July, 2016 forms part of the Contract with the only changes being the contract price as shown within Appendix "B" which is attached hereto, and the duties included within Appendix "A" which is attached hereto.

1.4 The Contractor agrees to do all that is necessary to expertly complete the services and requirements as set out in 1.3 above.

1.5 The Contractor agrees not to assign or transfer any portion of this contract without prior written approval from the Municipality.

1.6 The Contractor shall receive written approval from the Municipality prior to changing any personnel performing duties related to this contract who were not named in the personnel list provided within the initial request for proposal.

1.7 The Contractor shall keep confidential any personal information or confidential information communicated to or acquired by the Contractor during the course of the Contract in accordance with the Municipal Freedom of Information and Protection to Privacy Act.

## **Part 2. Municipality's Responsibilities**

2.1 The Municipality shall give due and reasonably expeditious consideration to all matters arising in the course of the completion of the Contract that require direction or a decision by the Municipality in order that the Contractor will not be unreasonably delayed in carrying out the duties/services of the Contract.

## **Part 3. Fees and Disbursements**

3.1 Remuneration for the work to be performed as required under this agreement will be based on a commission established as a percentage of the selling price of the subject property as set out in Appendix "B" which is attached hereto.

#### **Part 4. General Conditions**

- 4.1 The Contractor shall indemnify and save harmless the Municipality from and against all claims, actions, losses, expenses, costs or damages which the Municipality may suffer as a result of negligence by the Contractor or its employees or agents, in the performance or rendering of, or the failure to perform or render, or the failure to exercise reasonable care, skill or diligence in the performance of any work or services required.
- 4.2 Contractors must have liability insurance for a minimum amount of \$2,000,000.00 during the life of the Contract. Proof of insurance must accompany this agreement.
- 4.3 The Municipality may terminate this contract effectively immediately and without penalty if, in the opinion of the Municipality, the required duties and/or services are not being carried out in a manner satisfactory to the Municipality. Notice of such termination will be provided in writing to the Contractor. Either party may terminate the contract at any time by providing 90 days prior written notice to the other party.
- 4.4 All notices, requests and other communications required in writing in this Agreement shall be deemed to have been duly given at the time of delivery or two days after the day of mailing if mailed by first class mail postage prepaid and addressed:

to the Municipality at:

The Corporation of the Municipality of West Grey  
402813 Grey Road 4, RR 2  
Durham, Ontario  
N0G 1R0

**Attn: Larry C. Adams, CAO/Deputy Clerk**

to the Contractor at:

Wilfred McIntee & Co. Ltd. Brokerage  
Box 5  
Durham, Ontario  
N0G 1R0

**Attn: Glen G. Reay, Sales Representative**

- 4.5 This Agreement shall come into force on the date it is executed by the parties.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

Dated this 18<sup>th</sup> day of August, 2016

The Corporation of the Municipality of West Grey

\_\_\_\_\_  
(Signed)  
Mayor

\_\_\_\_\_  
(Signed)  
CAO/Deputy Clerk  
We have authority to bind the Corporation

\_\_\_\_\_  
(Signed)  
Glen G. Reay, Wilfred McIntee & Co. Ltd. Brokerage

**Appendix 'A'**  
**Municipality of West Grey**  
**Real Estate Services – List of Duties**

Proponent's Responsibilities, Duties & Qualifications

The Proponent will be fully responsible for worker safety, public safety, public liability and property damage with regards to any work/services under this contract:

- a) All personnel working for the Proponent shall work in a safe manner at all times within the requirements of the Occupational Health and Safety Act and Regulations
- b) The Proponent's workers shall be covered by Workman's Safety and Insurance Board. A Certificate of Clearance shall be submitted to the Town, if requested
- c) The Real Estate Firm or Broker must be a member of the Grey Bruce Owen Sound Real Estate Association.
- d) The Real Estate Firm or Broker must be a member in good standing and adhere to their professional code of ethics/conduct.
- e) The successful proponent must have five (5) or more years as a registered/qualified real estate agent/broker.
- f) The successful proponent should be very familiar with real estate, residential and commercial properties and market values in the local and surrounding area, negotiating strategies, and contract/agreement preparation.
- g) The successful proponent must post at least one "For Sale" sign at the subject property/properties which includes the name of the firm or broker and applicable contact information.
- h) The successful proponent must have access and be able to list the land for sale through the Multiple Listing Service (MLS).
- i) Ensure that all prospective purchasers are made aware that the highest or any offer may not necessarily be accepted.
- j) Submit all Offers to Purchase through the Municipal Clerk for presentation to Council.

k) Attend Council Meetings as may be required.



**Appendix 'B'**

**Municipality of West Grey**

**Real Estate Services**

**Contract Price Submission – Prescribed Form**

The Municipality of West Grey Request for Proposals to be submitted for Realty Services.

Proposal By:

Glen G. Reay, Sales Representative, Wilfred McIntee & Co. Ltd.  
Individual(s) or Firm Name

105 Garafraxa St. N. Durham, ON.  
Address

NOG 1R0  
Postal Code

Cell: 519-369-4113; Bus: 519-369-2128  
Phone No.

(Hereinafter called "Bidder")

The Bidder has carefully examined the provisions, specifications and conditions provided in the Request for Proposals and the Bidder understands and accepts the said specifications and conditions, and for the price set forth in this document thereby offers to furnish the required labour and services to complete the work in strict accordance with the provisions, specifications and conditions contained in the Request for Proposal.

The Bidder agrees:

1. that the price submitted includes the provision of all required labour required to perform the services required by the Municipality;
2. that the Bidder will take responsibility for any Health and Safety violations as well as the cost to defend any charges as the result of violations; and
3. that this proposal is subject to a formal contract being prepared and executed by the Bidder and the Municipality.

The Bidder covenants:

1. that his/her personnel are covered by Workplace Safety and Insurance Board or like private coverage; and
2. that the individuals performing the service are properly trained and familiar with the Occupational Health and Safety Act

Proposal price submitted for contract covering an initial five (5) year period with an option for a second five (5) year term:

Service	Commission Rate(s) & Explanation of Rate(s)
<b>When acting as our Agent for municipal property PURCHASE</b> — and there is no listing agreement in place for the subject property and provided that the transaction is successfully completed	<b>Residential:</b> <u>2 + HST %</u> of selling price  <b>Industrial / Commercial / Institution:</b>  <u>2 + HST %</u> of selling price  <b>Vacant Land:</b> <u>2 + HST %</u> of selling price
<b>When acting as our Agent for municipal property SALE</b> – and provided that the transaction is successfully completed *You acting as our agent will be responsible to pay any commission payable to the purchaser's agent.	<b>Residential:</b> <u>4 + HST %</u> of selling price  <b>Industrial / Commercial / Institution:</b>  <u>4 + HST %</u> of selling price  <b>Vacant Land:</b> <u>4 + HST %</u> of selling price
<b>The provision of Letters of Opinion</b>	<b>Residential:</b> <u>(\$)</u> <u>250.00</u> + HST  <b>Industrial / Commercial / Institution:</b>  <u>(\$)</u> <u>250.00</u> + HST  <b>Vacant Land:</b> <u>(\$)</u> <u>250.00</u> + HST

Date: August 4, 2016

Signed:   
Per Company

Glen G. Reay

Please Print Name

Sales Representative

Position Held