



NOTICE OF EXTRA-SALEYARD COMMITTEE MEETING

Notice is hereby given that a Tumut Extra-Saleyard Committee Meeting of Snowy Valleys Council will be held in the Tumut Room located on the 1st Floor of the Riverina Highlands Building, 76 Capper Street, Tumut on, **Tuesday, 28 May, 2019**, commencing at **5:30 PM**.

Distribution: 11	Present:	Apology:	Absent:
Cr John Larter			
Division Manager Assets, Planning & Design – Glen McGrath			
Coordinator Utilities, Open Space & Facilities – Andrew Burke			
Michael Neyland – Infrastructure Works			
Rob Stubbs - Agent			
Kerry Kell - Producer			
Anthony Day - Producer			
Neil Hartshorn - Resident			
Chris Annetts – Agent			
David McGruer - Producer			
Information Only			
Public			

Business

1. Apologies
2. Confirmation of Minutes
3. Business arising from Minutes
4. Committee Reports
5. Correspondence
6. General Business

Matthew Hyde
General Manager



EXTRA-SALEYARD COMMITTEE MEETING – AGENDA

Tuesday, 28 May, 2019, commencing at 5:30 PM.

APOLOGIES

CONFIRMATION OF MINUTES OF PREVIOUS MEETING/S-

- . Saleyard Committee Meeting – 11/03/2019

BUSINESS ARISING FROM MINUTES

DECLARATIONS OF INTEREST AND REPORTABLE POLITICAL DONATIONS

COMMITTEE REPORTS

- . Tumut Extra-Saleyard Committee Meeting - May 2019 5

GENERAL BUSINESS

NEXT MEETING

The next meeting date is scheduled to be held Monday 8th July 2019.

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MEETING COMMENCEMENT: 5:35pm

PRESENT:

Participants:	Present:	Apology:	Absent:
Cr John Larter			x
Coordinator Open Space & Facilities – Andrew Burke	x		
Michael Neyland - IWD			x
Rob Stubbs - Agent	x		
Kerry Kell - Producer	x		
Anthony Day - Producer	x		
Neil Hartshorn - Resident	x		
David McGruer - Producer	x		
Chris Annetts – Agent	x		

Council staff in attendance were Coordinator Open Spaces and Facilities, Interim Chair Rob Stubbs.

APOLOGIES: NIL

CONFIRMATION OF MINUTES:

SC.01 RESOLVED that the minutes of the **Saleyards Committee** held on **03-September-2018** be accepted as read.

Neil Hartshorn / Anthony Day

BUSINESS ARISING FROM MINUTES:

Nil

DECLARATIONS OF INTEREST AND REPORTABLE POLITICAL DONATIONS

Nil

COMMITTEE REPORTS:

Tumut Saleyard Committee- Matter for February 2019 (.)

- The Director Assets & Infrastructure suggest this agreement currently as it is hard to monitor the Saleyards usage and that Council and the Committee need to investigate what needs fixing at the yards.

GENERAL BUSINESS:

- Rob Stubbs would like to fix some overhead sprinklers and he also mentioned there are a few leaks that will need to be fixed.
- A copy of the Gundagai Shire Council Deed Licence to Gundagai Associated Agents was handed out for an open discussion with the Director Assets & Infrastructure.

- The question was asked “are there any issues at the Gundagai yards?” The response was, no it works fine and that Agents managed the operation of the saleyards.
- The committee discussed the closure of the bottom yards as they don’t need to be used all the time.
- That the Coordinator for Open Spaces and Facilities meet with Rob Stubbs and IWD to look at what needs fixing.
- Snowy Valleys Council to have Mick Neyland from the IWD check all that all water pipes are ready for winter.
- Neil Hartshorn commented that if Snowy Valleys Council put the over to the agents that the agents would have to be careful of the EPA as they have said in the past they would close the yards in 5 mins. The EPA won’t take council on but if the agents have it could be closed down.
- Comments were made that Gundagai don’t charge for stock to go thru the saleyards in Gundagai but the belief is they should, Snowy Valleys Council charge \$1.97 per head.
- Kerry Kell believes the saleyards should be use fee pa.
- Council could get a loan to fix the yards and the fees would cover the loan.
- There has been issues in the past to effluent but it is much better these days.
- Rob Stubbs thinks the saleyards should not pay rates as this is the biggest expense.
- Rob Stubbs will give the Coordinator for Open Spaces and Facilities contact details for the Elders accountant.
- Kerry Kell commented whatever way we move forward the users won’t allow the yard to close and that all agents need to be on board. Those other Agents don’t attend the Committee meetings, it needs to be a level playing field all users have to pay.
- Locking up the yards is not the solution as it cost more to open them as you have to have someone on call and the yards need to accessible at all times.

Rob Stubbs / Anthony Day

NEXT MEETING

The committee called for Extraordinary meeting to be held in April.

RECOMMENDATION

The Saleyards Committee would like to recommend to council that an Extraordinary meeting be held in April.

Rob Stubbs / Anthony Day

CLOSED:

The meeting closed at 6:25pm.

REPORT NUMBER: SAL1
SUBJECT: Tumut Extra-Saleyard Committee Meeting - May 2019 (.)
REPORT AUTHOR: Andrew Burke
RESPONSIBLE MANAGER: Glen McGrath

PURPOSE OF REPORT: To look at alternative arrangements of management of the Saleyards

KEY ISSUES

Snowy valleys council are looking to have an arrangement for the Tumut Saleyards similar to Gundagai-Cootamundra Council saleyards

COMMENTS

At the Tumut saleyards committee meeting held on the 11th March 2019 a proposal was put to the committee about that Snowy valleys council are looking to have an arrangement for the Tumut Saleyards similar to Gundagai-Cootamundra Council saleyards.

Snowy Valleys council then proposed that an extra ordinary meeting be held to give the committee members time to look at the agreement that Gundagai-Cootamundra has with the Agents.

Meeting Saleyard Agreement 15/5/19

1/ Form an agreement to go forward those wanting to use the Saleyards will need to form a Incorporated body this needs to have a minimum of 5 members there is a fee to become part of this incorporated body.

2/ Agents wanting to use this facility who are not part of the incorporated body will need to pay a fee that is set by the incorporated body.

3/ The agreement is similar to a lease agreement for a home the tenant pays for minor repairs i.e like washer in a tap but anything structural the owner pays for this.

4/ Under the Gundagai agreement all usage fees are to go to council. For the Tumut saleyards this will need to be looked into more.

5/ Under the Gundagai agreement council sends the incorporated agents a bill once every year or two years to cover phones, Electricity, rates and water.

6/ Under the Gundagai agreement the incorporated body agents need public liability as does council, the question needs to be asked if council has public liability do the agents need public liability?

7/ Council should ensure it obtains a quote for the trustee for the incorporated agreement.

RECOMMENDATION

That the Saleyards Committee review these matters.

ATTACHMENTS

Copy of Agreement with Gundagai Associated agents

Rules
Of
The Gundagai Associated Agents Incorporated

Note

The Association adopts the Model Rules with Changes. Unless Stated otherwise the Model Rules are retained.

The following rules are amended: 1, 2, 4, 14, 15, 17, 20, 22, 27, 32

The following rule is deleted: 33

*Membership - \$10000 **

Part 1 – Preliminary

1. Definitions

(1) In these rules:

Voting member means any member entitled to vote under 2A.

Non-voting member means any member not entitled to vote.

Director-General means the Director-General of the Department of Fair Trading.

Ordinary member means a member of the committee who is not an office-bearer of the association, as referred to in rule 14(2).

Secretary means:

(a) The person holding office under these rules as secretary of the association,

or

(b) if no such person holds that office – the public officer of the association.

Special general meeting means a general meeting of the association other than an annual general meeting.

The Act means the *Associations Incorporation Act 1984*.

The Regulation means the *Associations Incorporation Regulations 1999*.

(2) In these rules:

(a) a reference to a function includes a reference to a power, authority and duty,

and

(b) a reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty.

(3) The provisions of the *Interpretation Act 1987* apply to and in respect of these rules in the same manner as those provisions would so apply if these rules were an instrument under the Act.

Part 2 – Membership

2. Membership qualifications

A person is qualified to be a member of the association if, but only if:

- (a) the person is a person referred to in section 15(1) (a), (b) or (c) of the Act and has not ceased to be a member of the association at any time after incorporation of the association under the Act,

or

- (b) the person is a natural person:-

- (i) who has been nominated for membership of the association as provided by rule 3,
- (ii) who has been approved for membership of the association by the committee of the association,

or

- (c) the Gundagai Shire Council

2A. Membership voting rights

A member is entitled to one vote at all committee meetings and general meetings if, and only if:

- (a) They are a natural person who is a licensed stock and station agent pursuant to the Rules and Regulations of the Department of Fair Trading, and whose principle place of business is in the Gundagai Shire; or,
- (b) They the Gundagai Shire Council.

4. Cessation of membership

A person ceases to be a member of the association if the person:

- (a) Dies, or
- (b) resigns membership, or
- (c) is expelled from the association.

Part 3 — The committee

14. Constitute and membership

- (1) Subject in the case of the first members of the committee to section 21 of the Act, the committee is to consist of:
 - (a) the office-bearers of the association,
 - (b) all voting members of the association, and
 - (c) any ordinary member elected to the committee
- (2) the office-bearers of the association are to be:
 - (a) the president, and
 - (b) the secretary
- (3) Each member of the committee is, subject to these rules, to hold office until the conclusion of the annual general meeting following the date of the member's election, but is eligible for re-election.
- (4) In the event of a casual vacancy occurring in the membership of the committee, the committee may appoint a member of the association to fill the vacancy and the member so appointed is to hold office, subject to these rules, until the conclusion of the annual general meeting next following the date of the appointment.

15. Election of members

- (1) Nominations of candidates for election as office-bearers of the association must be made at the time of the annual general meeting by the candidate;
- (2) If insufficient nominations are received to fill all vacancies on the committee, the candidates nominated are taken to be elected.
- (3) If insufficient nominations are received, any vacant positions remaining on the committee are taken to be casual vacancies.
- (4) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are to be elected.

- (5) If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.
- (6) The ballot for the election of office-bearers and ordinary members of the committee is to be conducted at the annual general meeting in such usual and proper manner as the committee may direct.
- (7) Non-members may be elected secretary or ordinary members of the committee, however, they do not have voting rights.
- (8) The President must be a voting member.

17. President

It is the duty of the president of the association to ensure:

- (a) that all money due to the association is collected and received and that all payments authorised by the association are made, and
- (b) that correct books and accounts are kept showing the financial affairs of the association, including full details of all receipts and expenditure connected with the activities of the association.

20. Meetings and quorum

- (1) The committee must meet at least 3 times in each period of 12 months at such place and time as the committee may determine.
- (2) Additional meetings of the committee may be convened by the president or by any member of the committee.
- (3) Oral or written notice of a meeting of the committee must be given by the secretary to each member of the committee at least 48 hours (or such other period as may be unanimously agreed on by the members of the committee) before the time appointed for the holding of the meeting.
- (4) Any 4 voting members of the committee constitute a quorum for the transaction of the business of a meeting of the committee.
- (5) No business is to be transacted by the committee unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.
- (6) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.

- (7) At a meeting of the committee:
- (a) the president or, in the president's absence, the secretary is to preside, or
 - (b) if the president and the secretary are absent or unwilling to act, such one of the remaining members of the committee as may be chosen by the members present at the meeting is to preside.

22. Voting and decisions

- (1) Questions arising at a meeting of the committee or of any sub-committee appointed by the committee are to be determined by a majority of the votes of voting members of the committee or sub-committee present at the meeting.
- (2) Each member present at a meeting of the committee or of any sub-committee appointed by the committee (including the person presiding at the meeting) is entitled to one vote subject to Section 2A.
- (3) Subject to rule 20 (4), the committee may act despite any vacancy on the committee.
- (4) Any act or thing done or suffered, or purporting to have been done or suffered, by the committee or by a sub-committee appointed by the committee, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the committee or sub-committee.
- (5) In the event of an equality of votes on any question, the question is to be decided in the negative.

Part 4 – General meeting

27. Procedure

- (1) No item of business is to be transacted at a general meeting unless a quorum of members entitled under these rules to vote is present during the time the meeting is considering that item.
- (2) All voting members present in person entitled under these rules to vote at a general meeting constitute a quorum for the transaction of the business of a general meeting.
- (3) If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting:

- (a) if convened on the requisition of members, is to be dissolved,
and
 - (b) in any other case, is to stand adjourned to the same day in the following weeks at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.
- (4) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present is to constitute a quorum.

32. Voting

- (1) On any question arising at a general meeting of the association a member has one vote only.
- (2) All votes must be given personally.
- (3) In the case of an equality of votes on a question at a general meeting, the question is to be considered to be determined in the negative.
- (4) A voting member is not entitled to vote at any general meeting or the association unless money due and payable by the member to the association has been paid, or the amount of the annual subscription payable in respect of the then current year.

EXECUTED as a Deed

THE COMMON SEAL of the COUNCIL)
OF THE SHIRE OF GUNDAGAI was)
affixed in the presence of)

..... *Dale BA*

A/ MAYOR

..... *G. G. J. Tickner*

GENERAL MANAGER

Executed by the Gundagai Associated)
Agents Inc. in accordance with the)
Corporations Law)

..... *A. J. McAlister*

SIGNATURE

..... *Albert James McAlister*

FULL NAME

..... *President.*

POSITION HELD

GUNDAGAI SHIRE COUNCIL
Deed
LICENCE TO GUNDAGAI ASSOCIATED AGENTS INC.

THIS DEED made the *19th December* 2003, is between Gundagai Shire Council (Council) and the Gundagai Associated Agents (Agents) whereby Council grants a licence to the Agents for the Gundagai Saleyards being the land comprised in Lot 11 DP 1012372 subject to the following terms and conditions:

1. The purpose of this licence is to transfer control, operation and maintenance of the saleyards from Council to the Agents with a view to better meeting the needs of users and increasing throughput.
2. The period of the licence is for five years with a five year option. Annual licence payments to Council are \$1.00. Three months prior to the expiration of the first five year term Council will give notice to the Agents seeking their intention regarding the further five year option.
3. The area licenced includes both the cattle and sheep yards as indicated in Attachment A being an area of approximately 6 hectares shown within the red boundary and described as Lot 11, DP 1012372.
4. It is acknowledged that the licence includes the existing sheep yards. It is further acknowledged that in the event that the sheep yards are required for a non-saleyard development, that will benefit Gundagai, the Agents will relinquish the licence over this facility.
5. Profits from the sale of any portion of the existing Lot 11 DP 1012372 will be applied to any loans outstanding that relate to the Saleyards Complex.
6. It is acknowledged that the licence for the cattle yards by the Agents is for regular fat and store cattle sales. In the event that the cattle yards are required for a non saleyard development that will benefit Gundagai, the Agents will not be required to relinquish the licence until a suitable agreed alternative cattle selling facility is in place and operational.
7. It is understood that Capital Works proposed for February 2003 including the replacement of yards, catwalks and gates as per the approved Specification will be funded by Council by way of loan and that all loan repayments will be

- generated from income received from fees and charges. It is noted that loan repayments will have priority over other costs. At the expiration of the loan the Saleyard Committee will re-negotiate the allocation of fees and charges.
8. All fees and charges will be set jointly by Agents and Council annually.
 9. Utility charges including Rates, Water, Electricity, Telephone, Garbage, etc. will be paid for from fees collected and accounted to the Saleyards Committee annually with each cost being individually highlighted.
 10. Suitable signage is to be erected as part of the upgrade works listed in item 7 indicating the operational aspects of the facility.
 11. Variation to the conditions of the licence will require the agreement of both parties.
 12. Termination of the licence, other than referred to in Clause 19.4, will require the agreement of both parties.
 13. In the event of a dispute mediation will be by way of a mutually agreed arbitrator. A decision by the arbitrator will be binding on both parties.
 14. The licence period commences on the date that this deed is executed.
 15. The granting of this licence is personal to the agents and the rights hereby granted to the Agents may not be transferred or assigned.
 16. Both parties to this Deed shall maintain a commitment to Quality Assurance and NLIS requirements.
 17. Council will impose a 5% management fee to cover the costs of accounting, fee collection and other miscellaneous administrative matters.
 18. **Responsibilities of the Agents:**
 - 18.1 The Agents will collect all fees and charges and remit same to Council on a monthly basis. Council will provide a tax invoice to each Agency monthly.
 - 18.2 The Agents will control, operate and maintain the existing kiosk and toilet facilities including the payment of utility charges.
 - 18.3 The Agents will maintain the yards (both steel and timber), the lighting, the weighbridge, the office, the watering system and other associated facilities. Payment for maintenance other than existing timber selling pens will be from collected fees and be made by Council upon receipt of suitable Tax Invoice. Agents will make payment for maintenance of existing timber selling pens. It is agreed that where yardings exceed 800 head at each regular fat sale and the

timber selling pens are used, the normal fees will revert to the Agents for maintenance of these timber yards.

- 18.4 The Agents will appoint labour to deliver cattle. Such appointments will be with the approval of Council. The Agents will make payment to the appointed labour. The designated Duty Agent will be responsible for the conduct of the sales in accordance with accepted practice including the welfare of livestock both pre and post sale.
- 18.5 The Agents will be responsible for all labour associated with the conduct of Sales.
- 18.6 The Agents will have exclusive use of the holding paddocks. The Agents will pay for any repairs necessary.
- 18.7 The Agents should not unreasonably prevent Stock and Station Agents from ^{from yards} centres other than Gundagai dealing through the Saleyards.
- 18.8 The appointed Duty Agent is to arrange for the burial of dead stock within the saleyards area. The Duty Agent is to provide details as to ownership to Council who will issue the appropriate debtor account, pay the contractor who has undertaken the burial and balance any difference with the funds collected from fees and charges.
- 18.9 The Agents will be responsible for the ad hoc use of the yards (e.g. Change over of cattle or use of holding paddocks) and the collection and remittance of fees to Council.
- 18.10 The Agents will be responsible for all private weighs and will advise Council of the number weighed so that the fee can be attached to the appropriate tax invoice.
- 18.11 The Agents will supply Council with a copy of Public Liability Insurance policy annually.
19. **Responsibilities of Council:**
- 19.1 Council will supply an independent Booking Clerk during each sale. The cost of supplying this service will be funded from the collected fees and charges.
- 19.2 Council will schedule a Saleyards Committee Meeting each quarter.
- 19.3 Council will provide a financial activity statement annually.
- 19.4 In the event that Council considers that the Agents are not discharging their responsibilities in accordance with this licence it is agreed that:
- Council will advise in writing of specific concerns;

- Three months will be allowed for the Agents to address the concerns;
- Failure to address the concerns within this three month period may lead to termination of the license by Council.

19.5 Council will continue to control and maintain the truck wash area. Council reserves the right to introduce charges. All charges collected will be utilised to enhance the truck wash area.



EXECUTED as a Deed

THE COMMON SEAL of the COUNCIL)
OF THE SHIRE OF GUNDAGAI was)
affixed in the presence of)

Dale D.

A/ MAYOR

J. G. Lickner

GENERAL MANAGER

Executed by the Gundagai Associated)
Agents Inc. in accordance with the)
Corporations Law)

A. M. O'Brien

SIGNATURE

Albert James McAlister

FULL NAME

President.

POSITION HELD