

NOTICE OF SALEYARD COMMITTEE MEETING

Notice is hereby given that a Tumut 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, **Monday, 09 September, 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			
Harrison Daley – 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



TUMUT SALEYARD COMMITTEE MEETING – AGENDA

Monday, 09 September, 2019, commencing at 5:30 PM.

APOLOGIES

CONFIRMATION OF MINUTES OF PREVIOUS MEETING/S-

. Extra-Saleyard Committee Meeting – 28/05/2019 3

BUSINESS ARISING FROM MINUTES

DECLARATIONS OF INTEREST AND REPORTABLE POLITICAL DONATIONS

COMMITTEE REPORTS

. Tumut Saleyard Committee Meeting- September 2019 5

GENERAL BUSINESS

NEXT MEETING

The next meeting date is scheduled to be held in early 2020.

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MEETING COMMENCEMENT: 5.30pm

PRESENT:

Participants:	Present:	Apology:	Absent:
Cr John Larter (Councillor Delegate)			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.**

APOLOGIES: Rob Stubbs

EXSC.02 RESOLVED that the apologies from Robb Stubbs be received.

Neil Hartshorn / Anthony Day

CONFIRMATION OF MINUTES:

EXSC.03 RESOLVED that the minutes of the **Saleyards Committee** held on **11-March-2019** be accepted as read.

Neil Hartshorn / Anthony Day

BUSINESS ARISING FROM MINUTES:

- 1. The Tumut Saleyard Committee wanted an update on the water leaks to see if they had been fixed.**

The committee were advised this was done before GJ Hulm had their annual sales in March.

- 2. The Tumut Saleyard Committee wanted an update on the signing of the lease from GJ Hulm.**

The committee were advised this was done before GJ Hulm had their annual sales in March.

DECLARATIONS OF INTEREST AND REPORTABLE POLITICAL DONATIONS

None

COMMITTEE REPORTS:

SC01. Tumut Saleyard Committee- Matter for May 2019

RECOMMENDATION

- 1. That Council undertake the development of incorporated Associated agents model agreement to operate the Tumut Saleyard.**
- 2. That the outcomes and a further report be brought to the Committee.**

Chris Annetts / Kerry Kell

GENERAL BUSINESS:

1. Harrison from Elders to be added to the Committee – Application Form to be completed

NEXT MEETING

The next meeting will be held on Monday, 8 July 2019.

CLOSED:

The meeting closed at 6:20PM.

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

PURPOSE OF REPORT: To look at alternative arrangements for the management of the saleyards.

KEY ISSUES

Snowy Valleys Council is 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 28th May 2019 a proposal was put to the Committee to have an arrangement put in place for the Tumut Saleyards similar to Gundagai-Cootamundra Council Saleyards.

The Tumut Saleyards Committee asked Council to undertake the development of Incorporated Associated Agents Model Agreement to operate the Tumut Saleyard (Draft copy attached).

That the outcomes and a further report be brought back to the Committee.

RECOMMENDATION

That the Committee;

- 1. Review the attached agreement.**
- 2. Make recommendations if applicable to the agreement.**

ATTACHMENTS

DRAFT Incorporated Associated Agents Model Agreement

Rules
Of
The Tumut Associated Agents Incorporated

NOTE:

The Association adopts the Model Rules with Changes. Unless 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

PART 1 – PRELIMINARY

1. DEFINITIONS

(1) In these rules:

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

Non-voting Member means any member not entitled to a 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 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 of the 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

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 Snowy Valleys 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 Snowy Valleys Council; or
- b) They the Snowy Valleys 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.

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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 under 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 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 date of the appointment.

15. ELECTION OF MEMBERS

- (1) Nomination 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 take 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 nominated received exceeds the number of vacancies to be filled, a ballot is to be held.
- (6) The ballot for the election of the 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) The 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. MEETING 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).
- (4) Any 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 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 and 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 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.

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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 considered to be an 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 appointment 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 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

SIGNED for and on behalf of the said)
SNOWY VALLEYS COUNCIL in the)
presence of:)
Council Representative

.....
Signature

Executed by the Tumut Associated)
Agents Inc. in accordance with the)
Corporations Law)
Signature
.....
Full Name
.....
Positon held

SNOWY VALLEYS COUNCIL
Deed
LICENCE TO TUMUT ASSOCIATED AGENTS Inc

THIS DEED made the, is between Snowy Valleys Council (Council) and the Tumut Associated Agents (Agent) whereby Council grants a licence to the Agents for the Tumut Saleyards being the land comprised in Lot 1 DP713847 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 (5) years with a five (5) year option. Annual licence payments to Council are \$1.00. Three (3) months prior to the expiration of the first five (5) year term, Council will give notice to the Agents seeking their intention regarding the further five (5) year option.
3. The area licensed 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 1 in DP713847.
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 Tumut, the Agents will relinquish the licence over this facility.
5. Profits from the sale of any portion of the existing Lot 1 in DP713847 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 Tumut, 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 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 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:

- a. 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.
- b. The Agents will control, operate and maintain the existing kiosk and toilet facilities including the payment of utility charges.
- c. The Agents will maintain the yards (both steel and timber), lighting, weighbridge, office, 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 yarding's 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.
- d. The Agents will appoint labour to deliver cattle. Such appointments will be with the approval of Council. The designated Duty Agent will be responsible for the conduct of the sales in accordance with the accepted practice including the welfare of livestock both pre and post-sale.
- e. The Agents will be responsible for all labour associated with the conduct of Sales.
- f. The Agents will have exclusive use of the holding paddocks. The Agents will pay for any repairs necessary.
- g. The Agents should not unreasonably prevent Stock and Station Agents from centres other than Tumut dealing through the Saleyards.
- h. 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.
- i. The Agents will be responsible for the adhoc use of the yards (eg changeover of cattle or use of holding paddocks) and the collection and remittance of fees to Council.
- j. The Agents will be responsible for all private weighs and will advise Council of the number weighed so that the fees can be attached to the appropriate Tax Invoice.
- k. The Agents will supply Council with a copy of Public Liability Insurance policy, annually.

19. Responsibilities of Council:

- a. 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.
- b. Council will schedule a Saleyards Committee Meeting each quarter.
- c. Council will provide a financial activity statement annually.
- d. In the event that Council considers that the Agents are not discharging their responsibilities in accordance with this Licence, it is agreed that:
 - i. Council will advise in writing of specific concerns;
 - ii. Three (3) months will be allowed for the Agents to address the concerns;
 - iii. Failure to address the concerns within this three (3) month period may lead to termination of the licence by Council.
- e. 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

SIGNED for and on behalf of the said)
SNOWY VALLEYS COUNCIL in the)
presence of:)

.....
Council Representative

.....
Signature

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

.....
Signature

.....
Full Name

.....
Position held