

## Notice of Meeting

### TUMUT SALEYARD COMMITTEE

9 March 2020 at 5.30pm  
Riverina Room 76 Capper Street Tumut

#### AGENDA

Present

1. Apologies

Declaration of Interest

2. Minutes of Previous meeting

#### **RECOMMENDATION:**

That the Minutes of the Tumut Saleyard Committee meeting held on the 9 September 2019 be received and noted.

3. Business arising

4. Agenda Items

4.1 Tumut Saleyards Committee Update - 9th March 2020..... 3

4.2 Tumut Saleyard Committee Financial Report - 9th  
March 2020

A Verbal Financial Report for the Tumut Saleyards will be presented to the  
Committee by the Coordinator Open Spaces and Facilities.

5. General Business

6. Next meeting

**MEETING COMMENCEMENT:** 5.30pm

**PRESENT:**

<b>Participants:</b>	<b>Present:</b>	<b>Apology:</b>	<b>Absent:</b>
Cr John Larter (Councillor Delegate)	x		
Coordinator Open Space & Facilities – Andrew Burke	x		
Michael Neyland - IWD			
Rob Stubbs - Agent		x	
Kerry Kell - Producer		x	
Anthony Day - Producer	x		
Neil Hartshorn - Resident	x		
David McGruer - Producer	x		
Harrison Daley – Agent	x		

Council staff in attendance was Acting Director Assets & Infrastructure Heinz Kausche.

**APOLOGIES:**

**SC.04 RESOLVED** that the apologies from Rob Stubbs and Kerry Kell be received.

Neil Hartshorn / Anthony Day

**CONFIRMATION OF MINUTES:**

**SC.05 RESOLVED** that the minutes of the **Saleyards Committee** held on **28-May-2019** be accepted as read.

Anthony Day / David McGruer

**BUSINESS ARISING FROM MINUTES:**

1. Why hasn't the financial report been in the business paper and could the committee have a financial update next Committee meeting.

**DECLARATIONS OF INTEREST AND REPORTABLE POLITICAL DONATIONS**

Nil

**COMMITTEE REPORTS:**

Nil

**Tumut Saleyard Committee Meeting - September 2019 (..)**

**SC.06 RESOLVED**

That the Committee;

1. Move forward with the first stage of the Saleyards becoming an incorporated body and that the first draft be sent to all committee members so they can make

their recommendations to the first draft of the Rules of The Tumut Associated Agents Incorporated Agreement.

Harrison Daley / Anthony Day

**GENERAL BUSINESS:**

The following applications have been received from interested community members for nomination to the Tumut Saleyards Committee:

- Nick Gilvarry – Elders Gundagai  
Applicant Qualifications: Livestock Agent 4 years  
Reasons for Membership: Local Livestock agent for Elders
- Ross Tout – Elders Gundagai  
Applicant Qualifications: B. Bus (Accountancy and Computing)  
Reasons for Membership: Manager for Elders Gundagai

**RECOMMENDATION:**

**That Council approve the nominations from Nick Gilvarry – Elders and Ross Tout – Elders.**

Neil Hartshorn / Anthony Day

**NEXT MEETING**

The next meeting will be held on a date to be determined.

**CLOSED:**

The meeting closed at 6.30pm.

**4. AGENDA ITEMS****4.1 TUMUT SALEYARDS COMMITTEE UPDATE - 9TH MARCH 2020**

**REPORT AUTHOR:** COORDINATOR OPEN SPACE & FACILITIES  
**RESPONSIBLE DIRECTOR:** EXECUTIVE DIRECTOR INFRASTRUCTURE

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**EXECUTIVE SUMMARY:**

The Snowy Valleys Council Tumut Saleyards Committee meet once every four months to discuss the matter relating to our local Saleyards in the local community.

**RECOMMENDATION:****THAT THE COMMITTEE:**

1. **Receive the report on Tumut Saleyards Committee Update - 9<sup>th</sup> March 2020**
2. **That the Committee adopt the Rules of The Tumut Associated Agents Incorporated and Licence Deed Agreement to operate the Tumut Saleyard.**

**REPORT:**

The Saleyards Committee held an informal meeting 4<sup>th</sup> February 2020 for the Committee members to propose and suggest any changes for the final proof for the Incorporated Licence Agreement.

At this meeting the Committee discussed and voted on the operations of the Saleyards and monitoring of the Saleyards.

Attached is a copy of the amended Draft Rules and Licence Deeds with the Tumut Associated Agents Incorporated for approval.

Attachments

- 1 M648 - DRAFT Rules of the Tumut Associated Agents Inc Agreement [↓](#)



**Rules  
Of  
The Tumut Associated Agents Incorporated**

**(DRAFT as at 18/02/2020)**

**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**

2. 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)(i)~~ 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 per agency/member 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 area; 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.

**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 minimum of 5 members:**
  - 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 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 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**

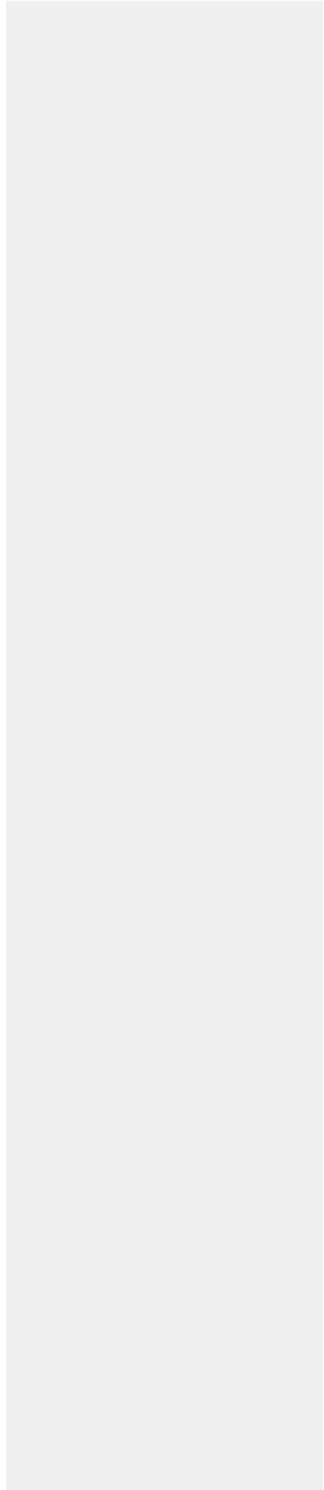
- (1) The Committee must meet at least 3 times in each period of 12 months at such place and time as the Committee may determine.
- (2) Additional meetings of the Committee may be convened by the President or by any member of the Committee.
- (3) Oral or written notice of a meeting of the Committee must 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. A quorum of the Committee will be half plus one appointed voting members present.~~
- (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.



**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

.....

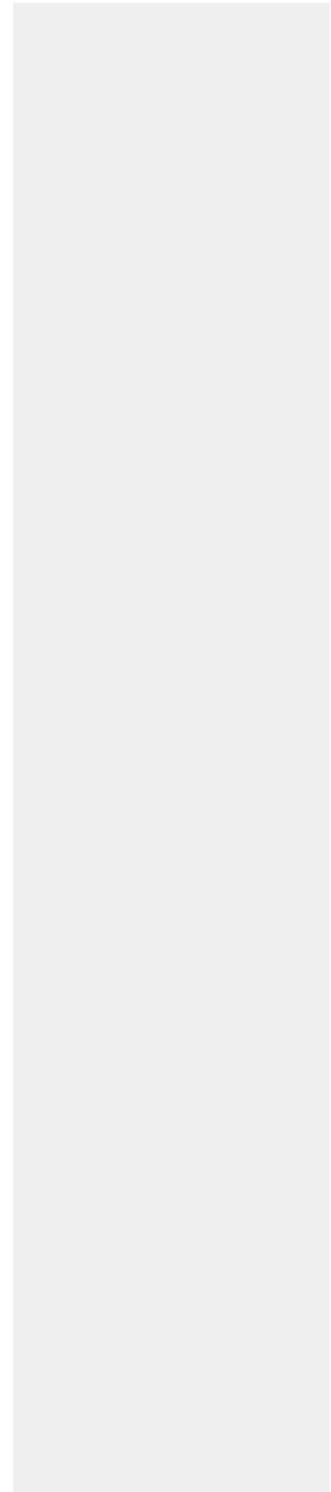
.....  
Signature

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

.....  
Signature

.....  
Full Name

.....  
Position held





LICENCE DEED 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 (excluding Service Club Shed) 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.~~
- ~~5.4. 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.~~
- ~~6.5. 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.~~
- ~~7.6. It is understood that future Capital Works 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.~~
- 8.7. All fees and charges will be set jointly by Agents and Council annually.
- 8. 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.

Comment [CD1]: Ross: Utility charges need to be looked at a bit closer?  
Andrew: Telephone taken out, all other charges to apply

9. The Associated Agents pay for the maintenance fee for the computer program needed to weigh, scan and transfer stock.
10. Suitable signage is to be erected as part of future upgrade works listed in Item 76, 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-pass on 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 on the 2 days per year that the Saleyard is open, costs borne by Council, including the payment of utility charges.
- c. The Agents will maintain the yards (~~both steel and timber~~), lighting, office, watering system and other associated facilities. Payment for maintenance 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.~~
- ~~f. Only Agents that are members of the Tumut Associated Agents can have a sale in the yards. A member of the Association may in conjunction with an outside agent deal through the Saleyards.~~
- ~~h.g.~~ The appointed Duty Agent is to arrange for the burial of dead stock within-from within the saleyards area. The Duty Agent is to provide details as

**Comment [CD2]:** Ross: What will the management fee be 5% of what, Income, Expenses, Fees Received?  
**ANDREW:** Only Charged on bills that Council pays 5% on

**Comment [CD3]:** Ross: Does not think the Associated agents should run the Kiosk. Need to check Electricity meter is on one meter. Needs to be confirmed.  
**ANDREW:** Kiosk deleted out of agreement. This building is currently leased to a Community organisation.

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-h~~ 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-i~~ 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.

~~i~~ The Agents will supply Council with a copy of Public Liability Insurance policy, annually.

~~k~~ Any damage done by vehicles utilising the Saleyards, cost recovery will be the Agents responsibility.

#### 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-a~~ Council will schedule a Saleyards Committee Meeting once a year.

~~c-b~~ Council will provide a financial activity statement annually.

~~d-c~~ 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.

~~d~~ The removal of effluent and run-off will be the responsibility of Council.

~~e~~ Tenants in Lot 60 DP1150815 and Lot 14 DP1162862 are allowed to utilise the driveway for general access but any damage done by them will be their responsibility to repair.

**Comment [CD4]:** Ross: Not sure how this works in Tumut yards but this is straight from Gundagai agreement. Not sure where they bury stock in Tumut?

**Comment [CD5]:** Toss: No mention of EPA and effluent disposal in agreement, as discussed at last meeting. Not the responsibility of the Associated Agents.  
**ANDREW:** Added under point 19.

**Comment [CD6]:** Ross: An independent booking clerk does not have to be from Council, if agent running sale keeps two sets of books that is ok.  
**ANDREW:** Section removed.

**Comment [CD7]:** Ross: Remove Tumut does not have a truck wash.  
**ANDREW:** Removed

**EXECUTED as a Deed**

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

.....  
Council Representative

.....

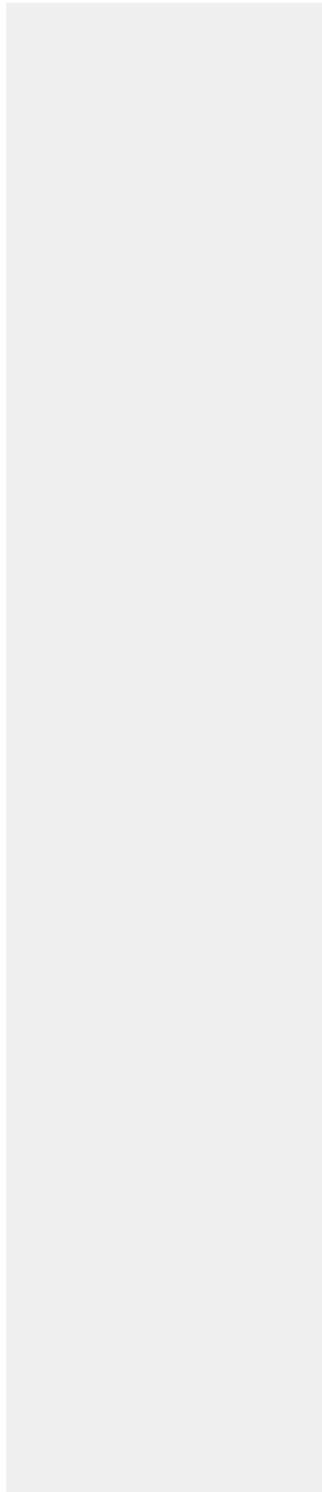
.....  
Signature

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

.....  
Signature

.....  
Full Name

.....  
Position held



ATTACHMENT A



 <p><b>Snowy Valleys Council</b></p> <p>30 Copper Street TUMUT NSW 2720 Ph: (02) 9441 2355 Corner Bridge and Winton Streets, TUMBUKUMBA NSW 2653 Ph: (02) 9445 9100 Web: <a href="http://www.snowyvalleys.nsw.gov.au">www.snowyvalleys.nsw.gov.au</a></p>	<p>© Snowy Valleys Council and © LPI Department of Finance and Services, Panorama Avenue, Bathurst, 2795, www.lpi.nsw.gov.au</p> <p>While every care is taken to ensure the accuracy of this product, Council and the Local / State / Federal Government departments and Non-Government organisations whom they depend, make no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaim all responsibility and all liability.</p>	<p>Created by:</p> <p>Projection: GDA94 / MGA zone 55</p> <p>Scale: 1:1730</p> <p>Date: 16/09/2019 2:11 PM</p>
		