



MINUTES OF PROCEEDINGS

OF

The Honourable The Senate

The Senate met in the Senate Chamber, Parliament Buildings on Wednesday, the 14th day of December, 2016 at 11.00 o'clock a.m.

PRESENT

His Honour Senator the Very Reverend H. E. Crichlow, G.C.M., B.A. (Hons.) Dunelm (*Deputy President*)

Senator the Hon. Miss M. P. O. McClean, B.Sc. (Hons.), M.A., M.B.A. (*Minister of Foreign Affairs and Foreign Trade*)(*Leader of the Senate*)

Senator the Hon. D. W. Boyce, B.Sc. (Econ.), M.B.A. (Fin.), CMA, F.C.A. (*Minister in the Office of the Prime Minister*)

Senator the Hon. P. M. T. Todd, B.Sc. (*Minister of State in the Office of the Prime Minister*)

Senator Mrs. V. I. Sandiford-Garner, CIM, Dip. Mng., M.B.A. (*Parliamentary Secretary, Ministry of Tourism and International Transport*)

Senator H. A. Husbands, M.L.I.R., B.Sc. (Public Administration) (Hons.), Ed. Cert. (U.W.I.) (*Parliamentary Secretary, Ministry of Education, Science, Technology and Innovation*)

Senator J. Ince, J.P., BB.A., M.B.A., DIP (Mgmt.) (*Parliamentary Secretary, Ministry of Finance and Economic Affairs*)

Senator R. A. Hunte, J.P.

Senator Rev. Dr. D. L. Durant, D. D. (Hon.)

Senator A. R. Worrell, B.A. (Hons.)

Senator Miss V. A. G. De Peiza, B.Sc. (Hons.), LL.M. (Merit)

Senator Dr. J. X. Walcott, M.B., B.S., F.R.C.S. (Edin.), J.P.

Senator W. A. Abrahams, LL.B. (Hons.)

Senator Sir Roy Trotman, K.A., M.A.

Senator Prof. Emeritus Sir Henry Fraser, K.A., G.C.M., B.Sc., M.B., B.S., Ph.D., FACP, FRCP

Senator Dr. Sir Trevor Carmichael, K.A., L.V.O., Q.C., B.Sc. (Econ.), M.A., Ph.D.

Senator A. A. Adams, J.P., B.A., Ed. Cert., M.Sc. Ed.

Senator J. A. Watson

and

Senator Carol Lady Haynes, M.B., B.S.

ABSENT

Her Honour Senator Miss Kerryann F. Ifill, B.Sc. (Hons.), M.B.A. (*President*), Senator Dr. the Hon. E. R. Byer-Suckoo, M.B., B.S. (*Minister of Labour, Social Security and Human Resource Development*).

EXCUSES

Her Honour Senator Miss Kerryann F. Ifill (on leave).

The Deputy Clerk announced the absence of the President and the Deputy President assumed the Chair. Prayers were led by Senator Rev. Dr. D. L. Durant.

PRESENTATION OF PAPERS

Senator the Hon. Miss M. P. O. McClean by command laid the following:

1. Duties, Taxes and Other Payments (Exemption) (Eden Holdings Inc.) Order, 2016.
2. Duties, Taxes and Other Payments (Exemption) (Barbados Rally Club) Order, 2016.
3. Duties, Taxes and Other Payments (Exemption) (British American Insurance Company (Barbados) Limited) Order, 2016.
4. Duties, Taxes and Other Payments (Exemption) (China National Complete Plant Import & Export Corporation (Barbados) Ltd.) Order, 2016.
5. Duties, Taxes and Other Payments (Exemption) (Sam Lord's Property Development Inc.) Order, 2016.

MOTIONS RELATING TO THE BUSINESS

OR SITTING OF THE SENATE

On the motion of Senator the Hon. Miss M. P. O. McClean Standing Orders 22(1) and 45(2) were suspended for the remainder of the Sitting.

On the motion of Senator the Hon. Miss M. P. O. McClean, Senator A. A. Adams was elected temporary Chairman of Committees for the remainder of the Sitting.

INTRODUCTION OF BILLS

Senator the Hon. Miss M. P. O. McClean gave notice of the following measures:

1. Income Tax (Amendment) Bill, 2016.
2. Land Tax (Amendment) Bill, 2016.
3. Local Loans (Amendment) Bill, 2016.
4. Municipal Solid Waste Tax (Amendment) Bill, 2016.
5. Resolution to approve in accordance with section 5 of the *Land Acquisition Act*, Cap. 228, the compulsory acquisition by the Crown of the parcel of land the property of Mildred Prince-Cumberbatch situate at Prince Road, Upper Collymore Rock in the parish of Saint Michael in this island for the public purpose of the construction of a roundabout and Prince Road Improvement Project.
6. Resolution that Parliament approve the borrowing of the sum of USD\$15 million from the First Citizens Bank Limited in Trinidad and Tobago, the proceeds of the loan will be used to fund projects approved by the Government of Barbados which meet all the requisite criteria for the utilization of funding available to the Government of Barbados from the Development Bank of Latin America.

on the motion of Senator the Hon. Miss M. P. O. McClean the Bills were read a first time.

PUBLIC BUSINESS**ORDER NO. 2**

Senator J. Ince spoke on the following Resolution:

WHEREAS by virtue of section 3 of the *Barbados Agricultural Management Co. Ltd. (Sugar Bonds Guarantee) Act*, Cap. 255, the Minister may, with the approval of Parliament, guarantee in such manner and on such terms and conditions as the Minister thinks fit, the payment of the principal and interest necessary for the redemption of bonds issued by the Barbados Agricultural Management Co. Ltd. for the purpose of the financing of the sugar industry;

AND WHEREAS the company proposes to raise up to BBD 73 000 000 or USD equivalent by way of the issuance of a bond arranged by ANSA Merchant Bank Limited for the purpose of providing working capital support to the company and to provide funding to support the company's expenses and costs relating to the Barbados Cane Industry Support Project on the terms and conditions set out in the *Schedule* to this Resolution;

BE IT RESOLVED that Parliament approve the guarantee by the Minister responsible for Finance of the payment of the principal and interest in respect of the issuance of a bond in the sum of up to BBD 73 000 000 or USD equivalent.

APPROVED by the House of Assembly the 6th day of December, 2016.

SCHEDULE**TERMS AND CONDITIONS**

Issuer:	Barbados Agricultural Management Co. Ltd.
Guarantor:	Government of Barbados.
Issue:	Fixed Rate Non-Callable Bonds.
Face Amount:	Up to BBD 73 000 000 (or USD equivalent) as follows: Class A Series 1 – BBD 32 000 000 as follows: Class A 1A – USD 10 525 000 Class A 1B – BBD 10 950 000 Class A Series 2 – BBD 22 500 000 (or USD equivalent) Class A 2A – USD 2 700 000 Class A 2B – BBD 17 100 000 Class B – BBD 18 500 000 (or USD equivalent).
Currency:	Barbados Dollars (BBD) and United States Dollars (USD).
Use of Proceeds:	Class A 1A and 1B – to provide working capital support to BAMC Class A 2A, 2B and Class B – to provide funding to BAMC for its expenses and costs relating to the Barbados Cane Industry Support Project.
Arranger:	ANSA Merchant Bank Limited.
Placement Agent:	ANSA Merchant Bank Limited.

SCHEDULE – *Cont'd***TERMS AND CONDITIONS – *Cont'd***

Coupon:	Class A – 1A fixed at 6.75% p.a. for three (3) years; Class A – 1B fixed at 6.50% p.a. for three (3) years; Class A – 2A fixed at 6.75% p.a. for the period to February 12, 2018; Class A – 2B fixed at 6.50% p.a. for the period to February 12, 2018; Class B fixed at 8.00% p.a. for eight (8) years.
Term to Maturity:	Class A – Three (3) years from disbursement; Class B – Eight (8) years from disbursement.
Basis:	30/360 daily basis.
Issue Price:	Class A – 1A – 97.62%; Class A – 1B – 98.66%; Class A – 2A – 97.62%; Class A – 2B – 98.66%; Class B – 96.55%.
Principal and Interest Repayment:	Class A Interest Payments on each Series of the Class A Bond to be paid on a semi-annual basis in arrears commencing 6 months after the issue date. No principal payments during the tenor of Class A Bonds. Principal of each Series of the Class A Bonds to be repaid at maturity via a single Bullet Payment. Class B Bond Interest Payments on Class B Bonds to be paid on a semi-annual basis in arrears commencing 6 months after the issue date. Principal on Class B Bonds to be repaid in Sixteen (16) equal semi-annual payments.
Taxes:	All payments of Principal, Interest and all other amounts shall be made in Barbados Dollars or United States Dollars and will be paid without withholding or deductions for, or on account of any taxes imposed by any Government including the Government of Barbados.
Security:	The Bonds shall be secured via a Letter of Comfort pending the provision of a Government of Barbados Guarantee.
Trustee:	First Citizens Trustee Services Limited.
Registrar and Paying Agent:	First Citizens Trustee Services Limited.

SCHEDULE – *Cont'd***TERMS AND CONDITIONS – *Cont'd***

Conditions
Precedent:

The execution of this transaction will be subject to the fulfillment of the following general Conditions Precedent:

- (1) Irrevocable sovereign guarantee from the Government of Barbados;
- (2) Executed Letter of Comfort from the Government of Barbados;
- (3) Absence of any material adverse change in the financial, political, economic or other conditions in Barbados and Trinidad and Tobago that in the sole opinion of the Arranger may affect the successful disbursement and syndication of the Facility between the date of the proposal and the closing date;
- (4) The successful negotiation, preparation and execution of a final definitive agreement with respect to the Facility, such agreement being satisfactory to the Arranger at their sole discretion and the satisfaction of all conditions contained therein. The Arranger will be bound to arrange the Facility on the terms and conditions referred to in the proposal only after execution of the final Facility Agreements and to the extent of the successful syndication of the Facility;
- (5) The non-occurrence of material changes in the financial condition or prospects of the Issuer between the date of the proposal and the closing date, that may be expected, in the sole opinion of the Arranger, to have an adverse impact on the marketing of the Facility;
- (6) Presentation, execution, delivery and perfection of all transaction documentation prior to final disbursement in a form and substance satisfactory to the Arranger and their counsel, incorporating substantially the terms and conditions referred to above;
- (7) Exchange Control Authority (“ECA”) approval to remit payments in US dollars;
- (8) Submission of financial information as may be required by the Arranger. All financial information to be assessed and deemed satisfactory in the sole opinion of the Arranger;
- (9) Submission of all relevant company documents by the Issuer;
- (10) The Facility must be pre-sold prior to disbursement;
- (11) Class B is also subject to the following:

SCHEDULE – *Concl'd***TERMS AND CONDITIONS – *Concl'd***

Conditions Precedent: – <i>Cont'd</i>	<p>(a) approval and execution of the main transaction documents for the financing of the factory upgrade;</p> <p>(b) approval from the Ministry of Finance and the Ministry of Agriculture of Barbados for the factory upgrade;</p> <p>(c) Appointment of an EPC Contractor;</p> <p>(d) the non-occurrence of material changes in the financial condition or prospects of the Issuer since the issue of the Class A Bonds that may be expected, in the sole opinion of the Arranger, to have an adverse impact on the marketing of the Facility.</p> <p>(e) receipt of subscription amounts of Class B Bonds with a principal value of at least BBD 18 500 000 (or USD equivalent);</p> <p>(12) Any other conditions as are standard for Facilities of this nature and as recommended by the Arranger's Legal Counsel.</p>
Fees:	<p>Registrar and Paying Agent – USD 5 000 annually payable in advance.</p> <p>Trustee – USD 6 000 annually payable in advance. No new fees.</p> <p>All fees inclusive of legal fees, are for the account of the Issuer.</p>
Arrangement fees:	Seventy five basis points (0.75%) of the face value of the Bonds payable upon initial disbursement of each Class or Series of Class A.
Covenants:	Standard, general covenants as are usual in a facility of this size and nature to be included in the Trust Deed.
Governing Law:	Laws of Barbados.

Senator Prof. Emeritus Sir Henry Fraser spoke.

Senator the Hon. D. W. Boyce spoke.

Senator A. A. Adams spoke.

Senator the Hon. Miss M. P. O. McClean spoke.

Senator J. A. Watson spoke.

Senator J. Ince spoke in reply and moved that the Resolution do now pass.

The Resolution was passed.

SUSPENSION

On the motion of Senator the Hon. Miss M. P. O. McClean the Sitting was suspended until 3.00 p.m.

At 1.51 p.m. Mr. Deputy President suspended the Sitting.

RESUMPTION

On resumption Mr. Deputy President resumed the Chair.

ORDER NO. 1**RESOLUTION TO APPROVE GUARANTEE OF LOAN FROM FIRST
CITIZENS BANK (BARBADOS) LIMITED TO NEEDHAM'S POINT
HOLDINGS LIMITED OF \$12M BDS**

Senator Mrs. V. I. Sandiford-Garner spoke on the following Resolution:

WHEREAS by paragraph (1) of section 3 of the *Guarantee of Loans (Companies) Act*, Cap. 96, the Government may, with the approval of Parliament, and in such manner and on such terms and subject to such conditions as may be agreed between it and a lending agency, guarantee the borrowing of such sums by a company from a lending agency as is authorised by the Government;

AND WHEREAS Needham's Point Holdings Limited, a company incorporated under the *Companies Act*, Cap. 308 is controlled by the Government within the meaning of section 2 of the *Guarantee of Loans (Companies) Act*;

AND WHEREAS Needham's Point Holdings Limited is seeking a loan of BBD \$12.0 million from First Citizens Bank (Barbados) Limited, on the terms and conditions set out in the *Schedule* hereto, for the purpose of assisting with renovations to the Hilton Barbados Hotel;

AND WHEREAS by virtue of section 4 of the *Guarantee of Loans (Companies) Act*, the aggregate amount of all borrowings by companies that are guaranteed by the Government shall not exceed \$1 000 000 000 without taking into account any amount in respect of interest, commissions and any other expenses secured by the guarantee, and the Minister of Finance has certified that the aggregate amount of all borrowings by the Government and any further borrowings do not exceed the limit stipulated by that section;

BE IT RESOLVED that Parliament approve the guarantee by the Minister of Finance of the payment of the principal sum of BBD \$12.0 million to be borrowed by Needham's Point Holdings Limited from First Citizens Bank (Barbados) Limited on the terms and conditions set out in the *Schedule* hereto.

APPROVED by the House of Assembly the 6th day of December, 2016.

SCHEDULE

TERMS AND CONDITIONS

Borrower:	Needham's Point Holdings Limited
Lender:	First Citizens Bank (Barbados) Limited
Facility:	Term Loan
Amount:	\$12.0 million
Currency:	Barbados dollars
Purpose:	To assist with renovations of the Hilton Barbados Hotel.

SCHEDULE – *Cont'd***TERMS AND CONDITIONS – *Cont'd***

- Repayment Terms: 10 year loan. Interest only during the drawdown/refurbishment period of one (1) year, thereafter amortised over a nine (9) year period, repayable in monthly blended payments of BBD \$147,054.18.
- Interest Rate: 6.5% per annum. Fixed for three (3) years, thereafter subject to three (3) years resets with a floor of 6.5%.
- Interest will be calculated on the actual number of days elapsed and a 365 day year.
- Fees: 0.5% of the facility amount; BBD \$60 000.
- Security: (i) Letter of Comfort to be replaced by a Parliamentary Guarantee for BBD \$12.0 million.
- (ii) Lien over a debt service account to be funded by a minimum of six (6) months' payments.
- Conditions Precedent: The Bank is to be provided with a detailed costing of the remaining works, supported by the contractor's estimate and suppliers quotations, reviewed by a Quantity Surveyor, approved by the Bank and supported by a drawdown schedule.
- Government of Barbados is to provide a guarantee within twelve (12) months but a Letter of Comfort will be provided in the interim.
- Written confirmation that all cost overruns will be met by the Borrower or the Government.
- Written confirmation from the syndicate or some other acceptable formal confirmation that Needham's Point Holdings Limited can incur this additional debt.
- The debt service account to be set up at a branch of First Citizens Bank.
- The Borrower undertakes that so long as any moneys or obligations are outstanding it will on an annual basis provide the Bank with evidence of payment of all necessary franchise fees, insurances and taxes.
- Events of Default: (a) If the Borrower fails to pay any sum on the due date for payment under the Facility Letter, or any Security Document to which it is a party or any other sum due and payable to the Bank.
- (b) If the Borrower shall neglect to carry out or observe any covenant or condition (other than those relating to the payment of any sum payable under the Facility Letter or under any Security Document), provided the Borrower shall have 21 days to make good such default before the Borrower shall be in default.

SCHEDULE – *Cont'd*TERMS AND CONDITIONS – *Cont'd*

Events of Default:
– (*Cont'd*)

- (c) If a petition (other than a petition which is frivolous or vexatious and which is withdrawn within 21 days) is presented or an order is made or resolution is passed for the liquidation, bankruptcy, sequestration, winding-up or administration of the Borrower or the Borrower seeks protection from its creditors or files a plan or scheme of arrangement (except for the purpose of a solvent amalgamation or reconstruction – on terms and conditions which have first been approved by the Bank in writing).
- (d) If any distress, execution, sequestration or other legal process is levied or enforced or sued out against any of the assets or undertaking of the Borrower.
- (e) If any person takes possession of, or a receiver on liquidation is appointed over, the whole or any part of the assets of the Borrower.
- (f) If the Borrower ceases or suspends payments of sums due or is unable to pay debts as they fall due or is deemed unable to pay sums due or is deemed insolvent under insolvency legislation.
- (g) If the Borrower is unable or admits in writing its inability to pay its debts generally as they fall due or is otherwise deemed to be so unable or to be otherwise insolvent or commences negotiations with a view to, or takes any proceedings for, a readjustment, rescheduling or deferment of all or any of its obligations, or proposes, makes or enters into a general assignment, arrangement or composition with or for the benefit of its creditors (or if any step is taken in connection with any of the aforesaid), or if the Borrower or any Guarantor shall otherwise generally stop or propose to stop payment of its debts or any class of them or cease or threaten to cease to carry on business.
- (h) If there shall, in the opinion of the Bank, acting reasonably, occur any change of circumstance in the assets or concession of the Borrower from that existing at the date of the Facility Letter which has, or is likely to have a material adverse effect on the financial condition of the Borrower or materially imperil, delay or prevent fulfilment by the Borrower of its obligations under the Facility Letter or any of the security Documents.
- (i) If any representation, warranty, statement or disclosure which is made or deemed to have been made or acknowledged to have been made by or on behalf of the borrower in any Security Document or which is contained in any certificate, statement, legal opinion or notice provided hereunder or in connection with any Security Document, or any other document delivered to the Bank in connection with the Facility Letter, is untrue and incorrect in any material respect when made or deemed to have been made.

SCHEDULE – *Concl'd*TERMS AND CONDITIONS – *Concl'd*

- Events of Default:
– (*Concl'd*)
- (j) If any obligation or other provision in any Security Document terminates or ceases to be the legally valid, binding and enforceable obligation of the Borrower or a Guarantor if the Borrower or a Guarantor contests in any manner, or repudiates the legality, validity, binding nature or enforceability of any Security Document.
 - (k) If any governmental or other consent, license or authorization required to make any Security Document legal, valid, binding and enforceable or is required in order to enable the Borrower to perform its obligations thereunder, is withdrawn or ceases to be in full force and effect and which consent, licence or authorization is not capable of being reissued or reinstated within a reasonable period of time and in any event within 21 days.
 - (l) If any of the matters referred to in “a” and “c” through “k” above are applicable to a Guarantor.

In connection with an Event of Default, the Borrower hereby waives presentment for payment, notice of protest, demand for payment, notice of non-payment and notice of any other kind.

and moved that the Resolution be passed.

Senator R. A. Hunte spoke.

Senator Mrs. V. I. Sandiford-Garner spoke in reply.

The Resolution was passed.

ORDER NO. 8

LOCAL LOANS (AMENDMENT) BILL, 2016

On the Order being called for Senator J. Ince to move the second reading of the Bill entitled an Act to amend *the Local Loans Act*,

the Hon. Member spoke and moved that the Bill be read a second time.

The Bill was read a second time.

On the motion of Senator the Hon. Miss M. P. O. McClean the Senate resolved itself into Committee, Senator A. A. Adams in the Chair.

On the motion of Senator the Hon. Miss M. P. O. McClean the acting Chairman reported the passing of the Bill in Committee to the Deputy President who resumed the Chair and reported accordingly.

On the separate motion of Senator the Hon. Miss M. P. O. McClean the Bill was read a third time and passed and the title read and agreed to.

ORDER NO. 9

WHEREAS the Government of Barbados is desirous of borrowing USD\$15 million from First Citizens Bank Limited in Trinidad and Tobago by way of a revolving credit line;

AND WHEREAS the proceeds will be used to fund projects approved by the Government in accordance with the requisite criteria for the utilization of funding available to the Government from the Development Bank of Latin America;

RESOLVED therefore that Parliament approve the borrowing of the sum of USD\$15 million from First Citizens Bank Limited in Trinidad and Tobago on the terms and conditions set out in the *Schedule*.

APPROVED by the House of Assembly the 13th day of December, 2016.

SCHEDULE

TERMS AND CONDITIONS

Borrower:	Government of Barbados
Lender:	First Citizens Bank Limited in Trinidad and Tobago
Amount:	USD \$15,000,000.00
Purpose of Loan:	To provide a revolving line of credit to fund Projects which will be executed in Barbados and approved by the Government of Barbados which meet all the requisite criteria for the utilization of funding available to the Government from the Development Bank of Latin America.
Facility:	Revolving Credit Line
Term:	6 months
Repayment:	Principal and interest at maturity.
Interest rate:	Six (6) month Libor plus 5.6% (current effective 6.891% per annum); to be set 2 days prior to disbursement. The rate may be increased by 0.5% to 0.75% per annum in the event that there is a further downgrade in the Borrower's credit rating during the term of the loan.
Prepayment:	Allowed without penalty.
Fees:	1.375% of facility amount due on disbursement. Additionally, a fee of 0.25% of the unutilized balance to be payable on a quarterly basis. Legal fees and charges as well as costs and expenses arising from the transaction are for the account of the borrower.
Security:	Executed Letter of Offer, Promissory Note and Letter of Undertaking.

SCHEDULE – *Cont'd***TERMS AND CONDITIONS – *Cont'd***

- Conditions precedent: The execution of this transaction will be subject to the fulfilment of the following general conditions precedent:
- (1) The duplicate of the Letter of Offer duly signed on the Borrower's behalf;
 - (2) A gazetted copy of the Parliamentary Resolution authorizing the borrowings;
 - (3) The Loan Agreement and any additional documentation as may be advised by the Lender's legal counsel must be duly prepared, executed, stamped and delivered to the Lender;
 - (4) A Letter of undertaking from the Ministry of Finance and Economic Affairs in Barbados indicating that they will utilize a Development Bank of Latin America loan facility obtained for the repayment of the proposed facility;
 - (5) Obtaining of all approvals, authorizations, consents, exemptions, licenses, permits and registration ("collectively referred to as "Consents") required from any regulatory, governmental, parliamentary or other authority or person in order for the Borrower to be a party to the Facility;
 - (6) As opinion from the Solicitor General of Barbados confirming that the Government will receive all requisite Consents and that the execution by the Borrower of the proposed Letter of Offer and any related legal documentation as well as the performance of the obligations undertaken by the Borrower do not and will not contravene any law, regulation, directive or judgment to which the Borrower is subject;
 - (7) A letter from Development Bank of Latin America to the Government of Barbados authorizing the funding and confirming that all conditions have been met and stating the disbursement amount relative to each project;
 - (8) Evidence of all required approvals authorizing the execution of the project;
 - (9) There must not be prior to disbursement, any further downgrade in credit ratings of Barbados or any other change in the financial condition of the Borrower, or in the financial or economic conditions in Barbados, which, in the reasonable opinion of the Lender, may have a material adverse effect (as defined in (10) below) on the ability or willingness of the Borrower to comply with any of its obligations under the Letter of Offer;

SCHEDULE – *Cont'd***TERMS AND CONDITIONS – *Cont'd***

- Conditions precedent:
– (*Cont'd*)
- (10) A “material adverse effect” means
- (a) a material adverse effect on the economic or financial condition or stability (whether financial, political or otherwise) of the Government of Barbados;
 - (b) the Borrower’s ability to perform its obligations under the Letter of Offer or any related loan or security document;
 - (c) the validity or enforceability of the Letter of Offer or the rights and remedies or benefits available to the Lender under the Letter of Offer or under any related loan or security document.

Representations and warranties:

The following representations and warranties are made by the Borrower to the Lender:

- (1) The obligations assumed by the Borrower under the Letter of Offer constitute valid, legal, binding and enforceable obligations;
- (2) Neither the execution of the Letter of Offer (or any other document contemplated therein) nor the performance or observance of any obligation contained therein will conflict with or result in any breach of any law, regulation, obligation, duty, agreement or other instrument by which the Borrower is bound;
- (3) The entry by the Borrower into the Letter of Offer (or any other document contemplated therein) and the exercise by it of rights and performance of its obligations under them will constitute private and commercial acts performed for private and commercial purposes. The Borrower will not be entitled to claim immunity on the grounds of sovereign immunity or otherwise from suit, execution, attachment or other legal process in any proceedings taken in relation to the Letter of Offer or any other financing or security document made in relation to the Facility thereunder;
- (4) There exists no litigation or administrative or arbitration proceedings (pending or threatened in writing) against or affecting the Borrower before any court, government, authority or arbitrator which would have a material adverse effect on the financial condition of the Borrower;
- (5) The Borrower is not in any breach of or in any default under any law, statute, regulations, mortgage, charge, lien, agreement or other instrument, arrangement, obligation or duty by which it is bound;

SCHEDULE – *Cont'd***TERMS AND CONDITIONS – *Cont'd***

Representations and warranties: – *Cont'd*

- (6) The Borrower also affirms that it will use all of the proceeds of the loan only for the purposes specified;
- (7) The Borrower agrees to provide the Lender with prompt notice of any material litigation proceedings or dispute threatened in writing or commenced against the Borrower and to provide all information reasonably requested by the Lender concerning the nature and status of the same.

Events of default:

The following are the events of default:

- (1) Ceasing to be a Member of Development Bank of Latin America;
- (2) Any default of the Borrower in the stipulated payments when due;
- (3) Any statement, certificate, warranty or representation given in pursuance of the Letter of Offer proving to be untrue, false or misleading in any material respect;
- (4) Breach of any other of the Borrower's obligations under the facility for more than fourteen days after written notice from the Lender to the Borrower requiring such breach to be remedied.
- (5) Any creditor or creditors of the Borrower becoming entitled to declare that any debt or part of the debt remains unpaid in whole or in part;
- (6) Any security agent, trustee or a holder or holders under a lien, loan or other arrangement declaring a breach and legally entitled to accelerate payment obligations under these arrangements in which the Borrower is a party and which would have a material adverse effect (as defined under conditions precedent at 10 above) on the Borrower's ability to make the payments as stipulated or to repay the facility under the Letter of Offer;
- (7) Default by the Borrower in the payment of any of its debt obligations or admission by the Borrower of its inability to pay its debts generally as they fall due;
- (8) The Letter of Offer or any related loan or security document shall fail to be in full force and effect if the Borrower denies or repudiates its obligations thereunder or does any act or thing evidencing an intention to deny or repudiate its obligations thereunder;

SCHEDULE – *Cont'd***TERMS AND CONDITIONS – *Cont'd***

- Events of default:
– *Cont'd*
- (9) The Borrower making any arrangement or assignment for the benefit of creditors or to compromise with its creditors with a view to general adjustment or rescheduling its payments;
 - (10) The Borrower declares a general suspension of or a moratorium on payments of the Facility or on the indebtedness of the Borrower;
 - (11) Any proceedings or action taken by or against the Borrower arising from its defaulting in the payment of its debt obligations or its inability to pay its debts;
 - (12) Any circumstance or change of situation of the Borrower as represented or warranted by the Borrower which in the opinion of the Lender, is likely to materially or adversely impact on the ability or willingness of the Borrower to perform any or all of its obligations under the Facility Letter, any related Loan Agreement or other related legal documentation as the case may be;
 - (13) An event or circumstance at any time in which it becomes unlawful for the Borrower to perform or comply with any or all of its obligations under the Letter of Offer.
- Priority of the Loan:
- The Borrower shall not enter into any obligations which have priority to this debt without the Lender's stated written consent. Where this condition is breached, the following shall apply:
- (1) Should the Borrower enter into any subsequent agreement with any other lender during the term of the facility letter which provides for benefits or terms more favourable than those contained in the Facility Letter, then the Facility Letter shall be deemed to be modified to provide the Lender with those more favourable benefits and terms including but not however limited to any terms by which the borrower undertakes to enhance the other lender's collateral: or to grant the other lender a security interest in any fixed assets of the Borrower.
 - (2) The Borrower shall notify the Lender promptly of the existence of any more favourable benefits and terms mentioned at (1) above. Any collateral enhancement to security interest granted by the Borrower to the Lender pursuant to this clause shall rank *pari-passu* with the collateral enhancement or security interest granted by the Borrower to the other lender. If requested in writing by the Lender, the Borrower shall execute an amendment to the Facility Letter to include the more favourable terms and conditions and all costs associated with such a transaction will be for the account of the Borrower.

SCHEDULE – *Concl'd***TERMS AND CONDITIONS – *Concl'd***

Taxation:	All payments by the Borrower will be made free and clear of all present and future taxes, withholdings or deductions of whatsoever nature. The Borrower will also be responsible for the due payment of all levies, imposts, taxes and duties or charges incurred in connection with the facility.
Governing law:	The Law of Trinidad and Tobago.

and moved that the Resolution be passed.

The Resolution was passed.

ORDER NO. 5**INCOME TAX (AMENDMENT) BILL, 2016**

On the Order being called for Senator the Hon. Miss M. P. O. McClean to move the second reading of the Bill entitled an Act to amend the *Income Tax Act*, Cap. 73 to provide for a waiver of penalties and interest incurred on arrears of tax,

the Hon. Member spoke and moved that the Bill be read a second time.

The Bill was read a second time.

On the motion of Senator the Hon. Miss M. P. O. McClean the Senate resolved itself into Committee, Senator A. A. Adams in the Chair.

Clauses 1 to 2 were called and passed on the separate motion of Senator the Hon. Miss M. P. O. McClean.

On the motion of Senator the Hon. Miss M. P. O. McClean the acting Chairman of Committees reported the passing of the Bill in Committee to Mr. Deputy President who resumed the Chair and reported accordingly.

On the separate motion of Senator the Hon. Miss M. P. O. McClean the Bill was read a third time and passed and the title read and agreed to.

ORDER NO. 6**LAND TAX (AMENDMENT) BILL, 2016**

On the Order being called for Senator the Hon. Miss M. P. O. McClean to move the second reading of the Bill entitled an Act to amend the *Land Tax Act* to provide for a waiver of penalties and interest incurred on arrears of tax,

the Hon. Member spoke and moved that the Bill be read a second time.

The Bill was read a second time.

On the motion of Senator the Hon. Miss M. P. O. McClean the Senate resolved itself into Committee, Senator A. A. Adams in the Chair.

Clauses 1 to 2 were called and passed on the separate motion of Senator the Hon. Miss M. P. O. McClean.

On the motion of Senator the Hon. Miss M. P. O. McClean the acting Chairman of Committees reported the passing of the Bill in Committee to the Deputy President who resumed the Chair and reported accordingly.

On the separate motion of Senator the Hon. Miss M. P. O. McClean the Bill was read a third time and passed and the title read and agreed to.

ORDER NO. 10**MUNICIPAL SOLID WASTE TAX (AMENDMENT) BILL, 2016**

On the Order being called for Senator the Hon. Miss M. P. O. McClean to move the second reading of the Bill entitled an Act to amend the *Municipal Solid Waste Tax Act* (Act 2014-6) to provide for (a) the extension of the time for the full payment of the solid waste tax; (b) the remittance of the whole of the solid waste tax to certain pensioners; (c) the rate of tax applicable to owners of land being used for agricultural purposes;

the Hon. Member spoke and moved that the Bill be read a second time.

The Bill was read a second time.

On the motion of Senator the Hon. Miss M. P. O. McClean the Senate resolved itself into Committee, Senator A. A. Adams in the Chair.

Clauses 1 to 6 were called and passed on the separate motion of Senator the Hon. Miss M. P. O. McClean. On the motion of Senator the Hon. Miss M. P. O. McClean the acting Chairman of Committees reported the passing of the Bill in Committee to the Deputy President who resumed the Chair and reported accordingly.

On the separate motion of Senator the Hon. Miss M. P. O. McClean the Bill was read a third time and passed and the title read and agreed to.

ORDER NO. 3

**RESOLUTION TO APPROVE THE PUBLIC SERVICE
(GENERAL) ORDER, 2016**

Senator the Hon. P. M. T. Todd spoke on the following Resolution:

RESOLVED that the *Public Service (General) Order, 2016* made by the Minister responsible for the Civil Service on the 21st day of October, 2016 under sections 13(1) and 14(3) of the *Public Service Act, Cap. 29* be approved.

RESOLVED that His Excellency the Governor-General be asked to assent and take the necessary steps given to effect this Resolution.

APPROVED by the House of Assembly the 9th day of December, 2016.

and moved that the Resolution be passed.

Senator the Hon. Miss M. P. O. McClean spoke.

Senator the Hon. P. M. T. Todd spoke in reply.

The Resolution was passed.

SUSPENSION

On the motion of Senator the Hon. Miss M. P. O. McClean the Sitting was suspended to 5.30 p.m. At 5.13 p.m. the Deputy President suspended the Sitting.

RESUMPTION

On resumption Mr. Deputy President resumed the Chair.

ORDER NO. 4

**RESOLUTION TO APPROVE THE SALE OF LAND AT COVERLEY,
CHRIST CHURCH BY THE CROWN TO BARBADOS
NATIONAL TERMINAL COMPANY LIMITED**

Senator the Hon. D. W. Boyce spoke on the following Resolution:

RESOLVED that Parliament in accordance with section 5 of the *Crown Lands (Vesting and Disposal) Act, Cap. 225*, approve the sale to the Barbados National Terminal Company Limited of the parcel of land, the property of the Crown, situate at Coverley in the parish of Christ Church in this Island and more particularly described in the *Schedule* hereto.

APPROVED by the House of Assembly the 9th day of December, 2016.

SCHEDULE

ALL THAT land the property of the Crown situate at Coverley in the parish of Christ Church in this Island containing by admeasurement 14.207 hectares (inclusive of 0.101 hectares of road reserve) or thereabouts Abutting and Bounding on lands now or formerly of the Barbados Agricultural Development Management Corporation (Fairy Valley Plantation), on a public road known as Highway 7 leading to Grantley Adams International Airport in one direction, on lands now or formerly

of the Barbados Government and on a public road leading to Industrial Estate in one direction or however else the same may abut and bound as shown and delineated on a plan certified on the 16th day of February, 2004 by W. A. G. Scott, Land Surveyor and recorded in the Lands and Surveys Department on the 24th day of September, 2004 as Plan No. 977 of 2004.

and on his motion the Resolution was passed.

ORDER NO. 7

**RESOLUTION TO APPROVE THE COMPULSORY ACQUISITION OF LAND
AT PRINCE ROAD, UPPER COLLYMORE ROCK, ST. MICHAEL FOR
PUBLIC PURPOSE OF CONSTRUCTION OF A ROUNDABOUT
AND PRINCE ROAD DEVELOPMENT PROJECT**

Senator the Hon. Miss M. P. O. McClean spoke on the following Resolution:

RESOLVED that Parliament in accordance with section 5 of the *Land Acquisition Act*, Cap. 228 approve the compulsory acquisition by the Crown of the parcel of land the property of Mildred Prince-Cumberbatch situate at Prince Road, Upper Collymore Rock in the parish of Saint Michael in this Island, more particularly described in the *Schedule* hereto, for the public purpose of the construction of a roundabout and Prince Road Improvement Project.

APPROVED by the House of Assembly the 13th day of December, 2016.

SCHEDULE

ALL THAT land the property of Mildred Prince-Cumberbatch situate at Prince Road, Upper Collymore Rock in the parish of Saint Michael in this Island containing the aggregate 1557.1 square metres or thereabouts Abutting and Bounding on lands now or formerly of Herbert Grant on lands now or formerly of Louise Gibbs on a public road called Highway 6 and on another public road called Prince Road together with two dwellinghouses thereon or however else the same may abut and bound as shown and delineated on a Plan certified on the 11th day of December, 2015 by Brandford K. M. Howell, Land Surveyor and recorded in the Lands and Surveys Department on the 10th day of December, 2015 as Plan No. 1133/2015.

and moved that the Resolution be passed.

Senator W. A. Abrahams spoke.

Senator A. R. Worrell began to speak.

Senator W. A. Abrahams spoke on a point of order.

Mr. Deputy President spoke.

Senator W. A. Abrahams spoke on a point of order.

Senator A. R. Worrell concluded his speech.

Senator Sir Roy Trotman spoke.

Senator the Hon. P. M. T. Todd spoke.

Senator H. A. Husbands began to speak.

Senator W. A. Abrahams spoke on a point of order.

Senator H. A. Husbands resumed his speech.

The Deputy President spoke.

Senator H. A. Husbands concluded his speech.

Senator J. Ince began to speak.

Senator W. A. Abrahams spoke on a point of order.

Senator J. Ince resumed his speech.

Senator W. A. Abrahams spoke on a point of order.

Senator J. Ince concluded his speech.

Senator R. A. Hunte began to speak.
Senator W. A. Abrahams spoke on a point of order.
Senator R. A. Hunte concluded his speech.
Senator the Hon. Miss M. P. O. McClean spoke in reply.
The Resolution was passed.

ADJOURNMENT

Senator the Hon. Miss M. P. O. McClean spoke and moved the adjournment of the Senate *sine die*.
Senator W. A. Abrahams spoke.
Senator Sir Roy Trotman spoke.
Mr. Deputy President spoke.
The motion was passed.
At 8.12 p.m. Mr. Deputy President adjourned the Sitting.

N. R. JONES
Deputy Clerk of Parliament.

The Minutes were certified correct and confirmed the _____ day of _____, 2016.

President.

SENATE CHAMBERS
PARLIAMENT BUILDINGS
BRIDGETOWN.

SENATE

FIRST SESSION OF 2013 – 2018

MINUTES

Wednesday, 14th December, 2016.
