



MINUTES OF PROCEEDINGS

OF

The Honourable the House of Assembly

At a meeting of the House of Assembly at the Parliament Buildings on Tuesday, the 11th day of August, 2015, pursuant to the adjournment.

PRESENT

- His Honour M. A. Carrington, Q.C., B.A., LL.B. (*Speaker*)
Her Honour Mrs. M-J. M. Thompson, B.A., M.Sc. (Ph. Ed.) (*Deputy Speaker*)
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|---|---|
| Rt. Hon. O. S. Arthur, M.Sc. (Econ.) | Hon. S. D. Blackett (<i>Minister of Social Care, Constituency Empowerment and Community Development</i>) |
| Mr. G. A. Clarke, J.P., B.Sc., Dip. Ed. | Mr. J. D. Paul, B.Sc. (<i>Chairman of Committees</i>) |
| Mr. R. St. C. Toppin, LL.B. (Hons.) | Dr. the Hon. D. S. Lowe, Dip. Theology, B.A., M.Ed., Ed.D. (<i>Minister of Environment and Drainage</i>) |
| Hon. D. St. E. Kellman (<i>Minister of Housing, Lands and Rural Development</i>) | Hon. A. D. Brathwaite, Q.C., LL.B. (Hons.) (<i>Attorney General and Minister of Home Affairs</i>) |
| Hon. Miss M. A. Mottley, Q.C., LL.B. (<i>Leader of the Opposition</i>) | Hon. S. A. Lashley, B.Sc., LL.B. (Hons.), L.E.C. (<i>Minister of Culture, Sports and Youth</i>) |
| Miss C. Y. Forde, J.P., L.C.P. | Hon. D. O'N. Inniss, B.Sc., M.B.A. (<i>Minister of Industry, International Business, Commerce and Small Business Development</i>) |
| Hon. R. D. Jones, B.A. (Hons.), M.A. Ed., J.P. (<i>Minister of Education, Science, Technology and Innovation</i>) | Hon. C. P. Sinckler, B.A., M.Sc. (<i>Minister of Finance and Economic Affairs</i>) |
| Mr. D. D. Marshall, Q.C., LL.B. (Hons.) L.E.C. | Mr. T. A. Prescod, B.A. |
| Hon. M. A. Lashley, LL.B. (Hons.) (<i>Minister of Transport and Works</i>) | Lt. Col. J. D. Bostic, MVO, B.A. (Hons.) |
| Hon. R. L. Sealy, B.Sc., M.B.A. (<i>Minister of Tourism and International Transport</i>) | Mr. E. G. Hinkson, LL.B. (Hons.), L.E.C., LL.M. |
| Rt. Hon. F. J. Stuart, Q.C., B.A., LL.M. (<i>Prime Minister, Minister of National Security, The Public Service and Urban Development</i>) | Dr. M. M. Agard, J.P., B.Sc., M.Sc., D.D.S. |
| Hon. J. D. E. Boyce, M.Sc., C. Eng. (<i>Minister of Health</i>) (<i>Leader of the House</i>) | Mr. D. G. Sutherland, B.Sc., M.Sc., M.B.A. (Dist.) |
| | Miss S. J. O. Bradshaw, LL.B. (Hons.) |

ABSENT

Mr. G. W. Payne, Q.C, Dr. the Hon. D. C. Estwick, B.Sc., M.B., B.S. (*Minister of Agriculture, Food, Fisheries and Water Resource Management*), Mr. K. D. Symmonds, B.A., LL.B.

Mr. Speaker took the Chair at 10.16 a.m.

Prayers were taken by Rev. Father Mark Harewood.

MINUTES

The Minutes of the meeting of Tuesday, 21st July, 2015 were taken as read and were confirmed on the motion of Hon. J. D. E. Boyce seconded by Rt. Hon. F. J. Stuart.

MESSAGES FROM HIS EXCELLENCY THE GOVERNOR-GENERAL

Mr. Speaker read the following:



30th July, 2015

Dear Mr. Speaker,

I have the honour to inform The Honourable The House of Assembly that with the approval of Her Majesty The Queen I shall be on vacation leave from 1st to 31st August, 2015.

In accordance with the provisions of Section 29 (1)(a) of the Constitution, Sir Philip Marlowe Greaves, K.A., Q.C. will perform the functions of the Office as Acting Governor-General during my absence.

As The Honourable The House will not be meeting prior to my departure, it will not be possible for the usual formal Message to be sent down to your Chamber. Will you, therefore, please bring my absence formally to the attention of The Honourable The House of Assembly when next it meets.

I have the honour to be,
Yours faithfully,
ELLIOTT F. BELGRAVE
Governor-General.

His Honour
The Speaker of the House of Assembly
Parliament Buildings
Bridgetown

PAPERS

Hon. J. D. E. Boyce by command laid the following:

Duties, Taxes and Other Payments (Exemption) (Emergency Room Inc.) Order, 2015.

Hon. A. D. Brathwaite by command laid the following:

The Post Office (Licensed Vendors of Postage Stamps) (Amendment) Regulations, 2015.

Hon. R. L. Sealy by command laid the following:

Financial Statement of the Barbados Conference Services Limited for the year ended 31st March 2014.

Hon. J. D. E. Boyce by command laid the following:

Annual Report of the operations of the Barbados Drug Service for Fiscal Year April 1, 2013 to March 31, 2014.

ORDERS OF THE DAY
SUSPENSION OF STANDING ORDERS

On the motion of Hon. J. D. E. Boyce seconded by Hon. R. D. Jones Standing Orders 6, 16, 18, 20, 42(5), 43 and 44 were suspended for the remainder of the Sitting.

GOVERNMENT BUSINESS

ORDER NO. 18

**RESOLUTION TO APPROVE THE BORROWING BY THE
GOVERNMENT OF BDS\$76 MILLION FROM THE
NATIONAL INSURANCE BOARD**

Hon. A. D. Brathwaite spoke on the following Resolution:

WHEREAS by section 2 of the *Special Loans Act*, Cap. 105 the Government is authorised from time to time to borrow from any bank, corporation, company or other institution sums of money not exceeding in the aggregate BDS\$2,500,000,000 on such terms as may be agreed upon between the Government and the lender of any such sums of money;

AND WHEREAS by section 3 of the said Act it is provided that any money borrowed under the authority of the Act shall be appropriated and applied to such purposes as Parliament may approve by resolution and that such money and any interest payable thereon is charged upon the general revenues and assets of Barbados;

AND WHEREAS the Government considers it necessary to borrow the sum of BDS\$76 million from the National Insurance Board, a body corporate established by and in accordance with the provisions of the *National Insurance and Social Security Act*, Cap. 47 to finance the construction of a new Police Station at Hastings in the parish of Christ Church, a Public Centre Complex at Cane Garden in the parish of Saint Thomas, a Police Headquarters at the Pine in the parish of Saint Michael, a Police Station and Magistrate's Court at Boarded Hall in the parish of Saint George, the refurbishment of the former Barbados Water Authority Headquarters at the Pine in the parish of Saint Michael and the Elaine Scantlebury Home at Belleplaine in the parish of Saint Andrew and the repairs to the Old Male Barracks at the Central Police Station and the former Black Rock Police Station in the parish of Saint Michael;

AND WHEREAS the said sum of BDS\$76 million is within the authorised borrowing limit given to the Government under section 2 of the said Act;

BE IT RESOLVED therefore that Parliament approve the borrowing of the said sum of BDS\$76 million from the National Insurance Board to finance the construction, refurbishment and repair projects on the terms and conditions contained in the Agreement, the main provisions of which are set out in the *Schedule*.

SCHEDULE

TERMS AND CONDITIONS

Facility:	Term loan.
Borrower:	Government of Barbados.
Lender:	National Insurance Board.
Amount:	BDS\$76,000,000.00
Purpose:	To finance the construction of new citizen security facilities and the refurbishment and repair of other facilities.
Term:	Twenty-seven (27) years.
Repayment:	<p>(i) Principal plus interest shall be repaid over the term of twenty-seven (27) years. There shall be a moratorium of two (2) years on the principal sum drawn down in respect of the new constructions at Hastings, Cane Garden, the Pine and Boarded Hall while repayment shall commence immediately on completion of the refurbishment or repairs in respect of the other projects. The principal sum plus interest shall be repaid over the term of the facility in accordance with the Schedules of Amortization which shall vary to accommodate the date of the drawdown in respect of each of the projects and which shall be presented by the Lender to the Borrower on the date of each drawdown.</p> <p>(ii) The Borrower may make early repayment of the principal sum and interest accrued at the date of early repayment provided it gives written notice to the Lender on the instalment date prior to the instalment date for which early repayment is intended.</p>
Interest Rate:	<p>(i) The rate of interest to be applied to the principal sum outstanding shall be 6% per annum over the term of the facility.</p> <p>(ii) Interest shall be calculated on the basis of the actual number of days elapsed and a 365 day year.</p> <p>(iii) If the Borrower fails to pay interest payable under the loan facility, the Lender reserves the right to add such interest to the loan at any time without notice to the Borrower.</p>
Disbursements:	<p>The Principal sum shall be disbursed to the Borrower in the amount of seventy-six million dollars Barbados Currency (BDS\$76,000,000.00) as set out in the Schedules of Amortization.</p> <p>The Borrower shall ensure that the proceeds of the loan described in the recital of the Agreement are used exclusively for those purposes.</p>

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

Events of Default: The Lender shall consider the Borrower to be in default and the loan (inclusive of any interest accrued and unpaid on the principal sum occurring after the execution of the Agreement and added to the principal sum) shall become immediately repayable and all unpaid interest which has accrued shall become immediately repayable:

- (i) if the Borrower fails on the due dates to repay any part of the principal sum or the interest payable pursuant to the Agreement and the Lender by notice in writing to the Borrower demands immediate repayment of the loan or the balance of the loan then outstanding; or
- (ii) if the Borrower commits a breach of Clause 6 of the Agreement; or
- (iii) if the Borrower cross defaults in respect of other indebtedness or obligations guaranteed by the Borrower; or
- (iv) if the Agreement is or becomes (or is alleged to be) unlawful or unenforceable in a material respect.

In the event of a default in respect of the non-payment of the principal sum or any part thereof or a breach of Clause 6 of the agreement the Lender shall consider the loan due and immediately payable.

Covenants: Usual and customary for a transaction of this nature for so long as any part of the loan or any interest due in respect of the loan is outstanding including but not limited to the following:

- (a) to at all times carry on and conduct the Borrower's business in a proper and efficient manner;
- (b) not to create, assume or suffer to exist any security interest on any part of the Borrower's assets, ranking or purporting to rank in priority to or *pari passu* with the loan, provided that this covenant shall not apply to nor operate to prevent the giving of any security in the ordinary course of the business of the Borrower;
- (c) furnish the Lender with details of any litigation, arbitration or administration proceedings against or involving the Borrower which are likely to have a material adverse effect on the Borrower as soon as the same are instituted (or, to the knowledge of the Borrower, threatened)

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

Covenants:
(*cont'd*)

- (d) furnish the Lender with details of any occurrence or circumstance of which the Borrower becomes aware which would adversely affect the ability of the Borrower to perform its obligation under the Agreement.

Representations
and Warranties:

The Borrower is deemed to give standard representations and warranties as are customary for transactions of this nature including but not limited to the following:

- (a) the Borrower has the power and authority to execute, deliver and perform its obligations under the Agreement and all necessary action has been taken (and not revoked) to authorise the execution, delivery and performance of the Agreement;
- (b) the Agreement constitutes valid and binding obligations of the Borrower, enforceable in accordance with its terms;
- (c) the Borrower is not in default under any other agreement to which it is party or by which it is bound, which default would have a material adverse effect upon the operation or condition (financial or otherwise) of the Borrower or a material impairment of the ability of the Borrower to perform its obligation under this Agreement;
- (d) the execution, delivery and performance by the Borrower of the Agreement are not in conflict with any law, rule, regulation, order or directive applicable to the Borrower of which the Borrower is aware or any agreement or undertaking to which the Borrower is a party or by which the Borrower may be bound;
- (e) all factual information supplied to the Lender in contemplation or for the purpose of the Agreement was true and accurate in all material respects as at the date of the Agreement and the Borrower did not omit anything material, nor has any change occurred since the date on which such information was supplied which renders the same untrue or misleading in any material respect, and all projections and statements of belief and opinion given by the Borrower to the Lender were made honestly and in good faith after careful enquiry and remain valid.

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

Conditions
Precedent:

Usual and customary for this type of transaction, including but not limited to the following:

- (a) the liability of the Lender to disburse the loan shall be subject to the condition that the Borrower has complied with the terms and conditions stipulated in the Agreement;
- (b) disbursement of the loan will be made conditional upon the Borrower and the Lender receiving all necessary statutory and regulatory approvals to enter into the loan which include, but are not limited to, approval required by the *Special Loans Act*, Cap. 105 of the Laws of Barbados together with the production of the Certificate of Loan provided for by section 4 of the said Act;
- (c) disbursement of the loan proceeds with respect to the projects at Belleplaine, Cane Garden, Hastings and the Pine will be made conditional upon the lease of the following properties to the Lender:
 - (i) approximately 7,208 square metres at Belleplaine, Saint Andrew;
 - (ii) approximately 12,140 square metres at Cane Garden, Saint Thomas;
 - (iii) approximately 4,350.1 square metres at Hastings, Christ Church; and
 - (iv) approximately 16,187 square metres at the Pine, Saint Michael;
- (d) the liability of the Lender to disburse the loan shall be subject to the condition that the Borrower has complied with the procedure set out in the Agreement;
- (e) receipt by the Lender of all necessary internal approvals;
- (f) receipt by the Borrower of all necessary governmental and regulatory approvals;
- (g) complete and proper execution of all documentation, including the Agreement between the parties, to the satisfaction of the Lender; and
- (h) the Borrower shall provide documentary evidence to the satisfaction of the Lender that the Borrower has received due authority to enter into the Agreement.

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

Taxes: All payments of principal, interest, fees and other payments to be made by the Borrower are to be made free and clear of and without deduction of any taxes, withholdings, income taxes, levies, charges or other taxes imposed by or within Barbados.

Law: The Agreement shall be governed in all respects by the Laws of Barbados.

and moved seconded by Hon. R. D. Jones who reserved his right to speak that the Resolution be passed.

SUSPENSION

On the motion of Hon. J. D. E. Boyce seconded by Hon. R. D. Jones the Sitting was suspended until 2.00 p.m.

At 12.25 p.m. Mr. Speaker suspended the Sitting.

RESUMPTION

On resumption Mr. Speaker resumed the Chair.

ORDER NO. 18 (resumed)

Mr. D. D. Marshall spoke.

Mr. Speaker vacated the Chair in favour of the Deputy Speaker.

Hon. S. A. Lashley spoke.

Mr. D. G. Sutherland began to speak.

Hon. S. A. Lashley spoke on a point of order.

Mr. D. G. Sutherland concluded his speech.

Hon. D. St. E. Kellman spoke.

Miss C. Y. Forde began to speak.

Hon. D. St. E. Kellman spoke on a point of order.

Miss C. Y. Forde spoke.

SUSPENSION

On the motion of Hon. J. D. E. Boyce seconded by Hon. A. D. Brathwaite the Sitting was suspended until 5.20 p.m.

At 5.05 p.m. Madam Deputy Speaker suspended the Sitting.

RESUMPTION

On resumption Mr. Speaker resumed the Chair.

ORDER NO. 18 (resumed)

Hon. C. P. Sinckler spoke.

Mr. G. A. Clarke began to speak.

Hon. D. St. E. Kellman spoke on a point of order.

Mr. G. A. Clarke resumed his speech.

Hon. A. D. Brathwaite spoke on a point of order.

Mr. G. A. Clarke concluded his speech.

Hon. M. A. Lashley spoke.

SUSPENSION

On the motion of Hon. J. D. E. Boyce seconded by Hon. R. D. Jones the Sitting was suspended to 7.45 p.m.

At 7.00 p.m. Mr. Speaker suspended the Sitting.

RESUMPTION

On resumption Mr. Speaker resumed the Chair.

ORDER NO. 18 (resumed)

Dr. M. M. Agard spoke.

Hon. A. D. Brathwaite spoke in reply.

The Resolution was passed.

ORDER NO. 16

On the motion of Hon. J. D. E. Boyce seconded by Hon. A. D. Brathwaite the House resolved itself into Committee of Supply, Mr. J. D. Paul in the Chair.

Rt. Hon F. J. Stuart spoke on the following Resolution:

RESOLVED that the sum of SIX HUNDRED AND FIFTY THOUSAND, DOLLARS be granted from the Consolidated Fund and be placed at the disposal of the Government to supplement the Estimates 2015–2016 as shown in the Supplementary Estimates No. 1, 2015 – 2016 which form the Schedule to this Resolution.

SCHEDULE**Supplementary Estimates 2015 –2016 No. 1**

HEAD	Code Number	Provision in Approved Estimates 2015 – 2016	Provision in Supplementary Estimates No. 1	Supplementary Provision Required
		Other Expenditure	Other Expenditure	Other Expenditure
HEAD 13 – PRIME MINISTER’S OFFICE Program 040: Direction and Policy Formulation Services Subprogram 7000: General Management and Coordination Services <i>Account Code: 212 – Operating Expenses</i>	130407000	\$ 1,296,000	\$ 	\$ 650,000

and moved seconded by Hon. A. D. Brathwaite who spoke that Head 13 stand part.

The Resolution was passed.

On the motion of Rt. Hon. F. J. Stuart seconded by Hon. J. D. E. Boyce, Mr. Chairman reported to Mr. Speaker who resumed the Chair, the passing of the Resolution in Committee of Supply.

On the separate motion of Rt. Hon. F. J. Stuart seconded by Hon. J. D. E. Boyce, the Resolution was read a first and second time and agreed to.

**ORDER NO. 17
SHOPS BILL, 2015**

On the motion of Hon. J. D. E. Boyce who spoke seconded by Hon. A. D. Brathwaite the Bill was withdrawn.

ADJOURNMENT

On the motion of Hon. J. D. E. Boyce seconded by Hon. A. D. Brathwaite the House was adjourned to Friday, 28th August, 2015 at 10.00 a.m.

At 9.00 p.m. Mr. Speaker adjourned the Sitting.

N. R. JONES
Deputy Clerk of Parliament.

The Minutes were certified correct and confirmed the _____ day of _____, 2015.

Speaker.

HOUSE OF ASSEMBLY
PARLIAMENT BUILDINGS
BRIDGETOWN.

HOUSE OF ASSEMBLY

FIRST SESSION OF 2013 – 2018

MINUTES

Tuesday, 11th August, 2015.

Government Printing Department.