



# MINUTES OF PROCEEDINGS

OF

## The Senate

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The Senate met in the Senate Chamber, Parliament Buildings on Wednesday, the 26th day of August, 2015 at 11.00 o'clock a.m.

### PRESENT

Her Honour Senator Miss Kerryann F. Ifill, B.Sc. (Hons.), M.B.A. (*President*)  
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 Dr. the Hon. E. R. Byer, M.B., B.S. (*Minister of Labour, Social Security and Human Resource Development*)  
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 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 Sir Roy Trotman, K.A., M.A.  
Senator Prof. Emeritus Sir Henry Fraser, K.A., G.C.M., B.Sc., MBBS, Ph.D., FACP, FRCP.  
Senator Dr. Sir Trevor Carmichael, K.A., L.V.O., Q.C., B.Sc. (Econ.), M.A., Ph.D.  
Senator J. A. Watson  
and  
Senator Carol Lady Haynes, M.B., B.S.

### ABSENT

Senator Rev. Dr. D. L. Durant, D.D. (Hon.), Senator W. A. Abrahams, LL.B. (Hons.), Senator A. A. Adams, J.P., B.A., Ed. Cert., M.Sc. Ed.

Prayers were led by Reverend Canon Errington Massiah.

**MESSAGES FROM HIS EXCELLENCY THE GOVERNOR-GENERAL**

Madam President read the following:



GOVERNMENT HOUSE  
BARBADOS

30th July, 2015

Dear Madam President,

I have the honour to inform The Honourable The Senate 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 Senate 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 Senate when next it meets.

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

Her Honour  
The President of the Senate  
Parliament Buildings  
Bridgetown

**ANNOUNCEMENTS BY HER HONOUR THE PRESIDENT**

Madam President announced that she was in receipt of an excuse for lateness from Senator Mrs. V. I. Sandiford-Garner and excuses for absence from Senators Rev. Dr. D. L. Durant and A. A. Adams.

**PRESENTATION OF PAPERS**

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

1. Financial Statements of the Barbados Conference Services Limited for the year ended 31st March, 2014.
2. Duties, Taxes and Other Payments (Exemption) (Emergency Room Inc.) Order, 2015.
3. Annual Report of the Operations of the Barbados Drug Service for Fiscal Year April 1, 2013 to March 31, 2014.
4. Post Office (Licensed Vendors of Postage Stamps) (Amendment) Regulations, 2015.
5. Income Tax (Automatic Exchange of Information) Regulations, 2015.
6. Duties, Taxes and Other Payments (Exemption) (Wannise Jones) Order, 2015.
7. Duties, Taxes and Other Payments (Exemption) (Bico Limited) Order, 2015.

**MOTIONS RELATING TO THE  
BUSINESS OF THE SENATE**

On the motion of Senator the Hon. Miss M. P. O. McClean Standing Order 45(2) was suspended for the remainder of the Sitting.

**INTRODUCTION OF BILLS**

On the motion of Senator the Hon. Miss M. P. O. McClean the Shops Bill, 2015 was read a first time.

**PUBLIC BUSINESS**

**ORDER NO. 3**

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

APPROVED by the House of Assembly the 11th day of August, 2015.

## SCHEDULE

**TERMS AND CONDITIONS**

Facility:	Term loan.
Borrower:	Government of Barbados.
Lender:	National Insurance Board.
Amount:	BDSS\$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 (BDSS\$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 that the Resolution be approved.

Senator Dr. J. X. Walcott spoke.

Senator J. Ince began to speak.

Senator Dr. J. X. Walcott spoke on a point of order.

Senator J. Ince concluded his speech.

**SUSPENSION**

On the motion of Senator the Hon. Miss M. P. O. McClean the Sitting was suspended until 2.20 p.m.

At 1.04 p.m. Madam President suspended the Sitting.

**RESUMPTION**

On resumption, Madam President resumed the Chair.

**ORDER NO. 3 (resumed)**

Senator R. A. Hunte spoke.

His Honour Senator the Very Reverend H. E. Crichlow spoke.

Senator Dr. the Hon. E. R. Byer spoke.

Senator Prof. Emeritus Sir Henry Fraser spoke.

Senator Miss V. A. G. De Peiza spoke.

Senator J. A. Watson spoke.

**SUSPENSION**

On the motion of Senator the Hon. Miss M. P. O. McClean the Sitting was suspended until 5.00 p.m.

At 4.43 p.m. Madam President suspended the Sitting.

**RESUMPTION**

On resumption, Madam President in the Chair.

**ORDER NO. 3 (resumed)**

Senator H. A. Husbands spoke.

Senator Dr. Sir Trevor Carmichael spoke.

Senator Carol Lady Haynes spoke.

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

Senator Sir Roy Trotman spoke.

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

Senator the Hon. D. W. Boyce spoke.

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

The Resolution was approved.

**ORDER NO. 1**

Senator the Hon. Miss M. P. O. McClean 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 lease to the National Insurance Board of the parcel of land, the property of the Crown, situate at Cane Garden in the parish of Saint Thomas in this Island more particularly described in the *First Schedule* to this Resolution on the terms and conditions set out in the *Second Schedule* to this Resolution, for the construction of a public centre complex inclusive of police facilities.

APPROVED by the House of Assembly the 22nd day of June, 2015.

#### FIRST SCHEDULE

ALL THAT land the property of the Crown (originally part of an area of 37,341.7 square metres) which was subdivided into lots as shown and delineated on a Key Plan made and certified on the 15th day of June, 1995 by J. M. Peterkin, Land Surveyor and recorded in the Lands and Surveys Department on the 12th day of July, 1995 as Plan No. 593/95 (Key Plan) situate at Cane Garden in the parish of Saint Thomas, in this Island, containing by admeasurement 12,140.6 square metres or thereabouts (inclusive of 324.0 square metres in the area of verge) and being the Lot numbered 1 on the said Key Plan Abutting and Bounding on a road reserve 8.0 metres wide on other lands being the Lot numbered 2 as shown on the said Key Plan on the public road known as Highway 2 with reserve 6.4 metres, leading to Shop Hill in one direction and to Bridgefield in the other direction as shown on the said Key Plan or however else the same may abut and bound.

#### SECOND SCHEDULE

##### TERMS AND CONDITIONS

- (a) The Lease shall be for a term of 27 years with the option for the National Insurance Board and the Crown to agree to the periodic surrender of individual sites under the Citizen Security Projects, of which the public centre complex inclusive of police facilities at Cane Garden Saint Thomas forms part thereof, as the financing arrangements are satisfied;
- (b) The initial rental rate for the property shall be the nominal sum of \$1,000.00 per annum;
- (c) The site shall be used for the construction of a public centre complex inclusive of police facilities;
- (d) The Lessee shall be responsible for
  - (i) the cost of development of the site; and
  - (ii) the payment of all outgoings arising from the use of the site;

SECOND SCHEDULE – *Cont'd*

**TERMS AND CONDITIONS** – *Cont'd*

- (e) The property shall revert to the Crown for nil consideration on repayment of the financing at the agreed rate or at the end of the term, whichever occurs first;
- (f) The Crown shall have the right to repay the balance of the financing at the agreed rate of return without penalty upon giving one year's notice to the National Insurance Board.

and moved that the Resolution be passed.

The Resolution was approved.

**ADJOURNMENT**

On the motion of Senator the Hon. Miss M. P. O. McClean the Sitting was adjourned *sine die*.  
At 8.05 p.m. Madam President adjourned the Sitting.

N. R. JONES  
Deputy Clerk of Parliament.

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

President.

SENATE CHAMBERS  
PARLIAMENT BUILDINGS  
BRIDGETOWN.

**SENATE**

**FIRST SESSION OF 2013 – 2018**

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**MINUTES**

Wednesday, 26th August, 2015.

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