

**Subcommittee to study the Urban Renewal Authority White Bill**

**Gist of concerns/amendments raised by  
members/deputations on individual clauses**

<b>Clause No.</b>	<b>Concern and suggested amendment</b>	<b>Name of proponent</b>
Clause 2	"Secretary for Planning, Environment and Lands" need be amended pursuant to re-organization of the Bureau	
	The term "urban" should be defined	HKIREA
Clause 4(1)	Chairman of URA should be a non-executive director	Members LDC St James Settlement
	Increase the number of non-executive directors who are not public officers	Members
4(2), (3)	3-year term of appointment for Chairman too short	HKIREA
	Different terms of appointment for non-executive directors to maintain continuity of the Board	HKIREA
	Board members should not be appointed for more than two terms	HKIREA
4(5)	Meaning of second limb of the clause unclear	Members (deletion being considered by Adm)
Clause 5(e)	Scope too broad	Members Bar
	Should be deleted	Bar
	Whether order made by Chief Executive is subsidiary legislation. Principle of ejusdem generis to apply	Legal Adviser

	"Preservation of sites and structures of historical, cultural or architectural interest" be expressly stated as purpose of URA	Various organizations (Proposal accepted by Adm)
Clause 6(1)	Broad power of URA to do anything expedient for the purposes stated in clause 5. Improvement by way of "development" not congruent with URA's purpose of preventing decay of buildings by "maintenance" as stated in clause 5(d)	Bar
Clause 7(5)(c)	Existing LDC Ordinance prohibits members who have declared interest from voting in any event	Legal Adviser
Clause 8	Meaning of public interest be defined	St James Settlement
Clause 9	Drafting unclear as to whether the Chairman or executive directors of URA would attend LegCo Council meetings upon request	Members (Drafting to be revised by Adm. Chairman and executive directors would not attend LegCo Council meetings)
Clause 11(2)	Why limit borrowing of URA by way of overdraft only	Members
11(3)	English and Chinese versions inconsistent	Members
11(6)	Whether "repayment of money borrowed" includes interest accrued	Legal Adviser
18(1)	Proposals submitted to Financial Secretary (FS) should be in broad terms only. Details such as commencement dates of projects need not be stated	Mr C M MO
18(4)	Whether FS can approve draft corporate plan with conditions	Mr C M MO

	What happens if FS refuses to approve draft corporate plan	Mr C M MO
Clause 20	Sustainability assessment should be published	HKU
21(1)	Objection period of one month too short	HKU
21(2)(b)	Objection may not be limited to alteration of boundaries of development proposal	Mr C M MO
21(4)	No time limit to consider objections by Secretary	Legal Adviser
New 21(5)	Existing clause 21 unclear whether development projects need be authorized by Secretary where land resumption is not required	Legal Adviser (Adm agrees to add a new subclause saying authorization needed)
	No channel for appeal against Secretary's decision	HKU, Legal Adviser (Adm is considering the need to introduce an appeal mechanism)
22(2)	No right of objection to development schemes under the Bill. Dealing objection under Town Planning Ordinance (TPO) is a different mechanism because Town Planning Board (TPB) consider planning issues only	REDA Mr C M MO
22(5)	Can TPB approve development scheme with conditions	Mr C M MO
22(5),(6)	Drafting not tally with relevant provisions in TPO	Legal Adviser (Adm agrees to review drafting)
Clause 24	Should have express provisions to require land resumption for public interest only and define public interest	HKIE
	No provision requiring URA to take steps to acquire any land . How URA	Legal Adviser

	would justify that the sale accords with public purpose presumed	
Clause 24(2)(b)	Consequential amendment to new clause 21(5)	(Amendment to be made by Adm)
Clause 25	Whether decision of CE subject to review	Legal Adviser
25(1)	Present drafting means that URA has to seek CE's approval in selling flats because the word "land" includes building, etc	Mr CM MO
Clause 26(1)	Broader power to enter and inspect compared with existing provision under Land Development Corporation Ordinance	Legal Adviser
26(1),(2)	If the intention is for URA to exercise power to enter and inspect, why not spell out in the Bill	Mr C M MO
Clause 29	Bylaws made by URA should be published in the Gazette and made available for public inspection	Bar
Clause 30(1)	Whether Parts II to VIII of the Bill come into operation on the same date	Legal Adviser
30(8)	The provision has retrospective effect because existing rights of owners within LDC project areas to negotiate compensation would be taken away. Clause should be deleted	Bar

- Adm - Administration  
 Bar - Hong Kong Bar Association  
 LDC - Land Development Corporation  
 HKIE - Hong Kong Institution of Engineers  
 HKIREA - Hong Kong Institute of Real Estate Administration  
 HKU - Centre of Urban Planning and Environmental Management, The University of Hong Kong

REDA - Real Estate Developers Association of Hong Kong

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