

Subcommittee to study the Urban Renewal Authority White Bill

**Gist of concerns/amendments raised by
members/deputations on individual clauses
(Position as at 19 January 2000)**

Clause No.	Concern and suggested amendment	Name of proponent
	Should have a preamble to state the spirit of the Bill. Suggested wording "The URA is hereby established to facilitate the renewal of the built environment of HK according to principles of sustainable development and in participatory partnership with its people"	Citizens Party
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
	The number of non-executive directors who are not public officers on the Board should be increased	Members
	Members of the public be represented on the Board	Various organizations
Clause 4(2), (3)	3-year term of appointment for Chairman too short	HKIREA
	Should have 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 consecutive terms	HKIREA
Clause 4(5)	Meaning of second limb of the clause unclear	Members (deletion being considered by Adm)
Clause 5	Purposes of URA should be revised to stipulate its role as a facilitator of urban renewal, the need for participatory partnership and sustainable development	Citizens Party
	"Preservation of sites and structures of historical, cultural or architectural interest" should be expressly stated as purposes of URA	Various organizations (Proposal accepted by Adm)
	Should expressly provide in the Bill the need to compensate owners for land resumption and rehouse affected residents	Many organizations
Clause 5(e)	Scope too broad. Should be revised or deleted	Members Bar
	Whether order made by Chief Executive is subsidiary legislation? Whether principle of ejusdem generis apply?	Legal Adviser
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 should 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
Clause 11(3)	English and Chinese versions inconsistent	Members
Clause 11(6)	Whether "repayment of money borrowed" includes interest accrued?	Legal Adviser
Clause 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
Clause 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 done and published	HKU
Clause 21(1)	Objection period of one month too short	HKU
Clause 21(2)(b)	Objection may not be limited to alteration of boundaries of development proposal	Mr C M MO
Clause 21(4)	No time limit to consider objections by Secretary	Legal Adviser

New clause 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 of Secretary needed)
	No channel for appeal against Secretary's decision	HKU, Legal Adviser (Adm is considering the need to introduce an appeal mechanism)
Clause 22(2)	No right of objection to development schemes under the Bill. Objection mechanism under Town Planning Ordinance (TPO) is different because Town Planning Board (TPB) considers planning issues only	REDA Mr C M MO
Clause 22(5)	Can TPB approve development schemes with conditions?	Mr C M MO
Clause 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 would URA justify that the sale of land accords with public purpose presumed?	Legal Adviser
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
Clause 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
Clause 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
Clause 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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