

AGENDA

PUBLIC HEARING

Tuesday, May 29, 2018

7:00 p.m.

Council Chamber, Municipal Hall

355 West Queens Road,

North Vancouver, BC

Council Members:

Mayor Richard Walton

Councillor Roger Bassam

Councillor Mathew Bond

Councillor Jim Hanson

Councillor Robin Hicks

Councillor Doug MacKay-Dunn

Councillor Lisa Muri



www.dnv.org

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PUBLIC HEARING

7:00 p.m.
Tuesday, May 29, 2018
Municipal Hall, Council Chambers
355 West Queens Road, North Vancouver

AGENDA

4670 Capilano Road
Eight-Unit Townhouse Project

1. **OPENING BY THE MAYOR**

2. **INTRODUCTION OF BYLAW BY CLERK**

District of North Vancouver Rezoning Bylaw 1370 (Bylaw 8292)

Purpose of Bylaw:

Bylaw 8292 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 117 (CD117) and rezone the subject site from Single-Family Residential 7200 Zone (RS3) to CD117. The CD117 Zone addresses use and accessory uses, density, amenities, setbacks, site and building coverage, building height, landscaping and parking.

3. **PRESENTATION BY STAFF**

Presentation: Darren Veres, Development Planner

4. **PRESENTATION BY APPLICANT**

Presentation: Wedgewood Capilano Homes Ltd.

5. **REPRESENTATIONS FROM THE PUBLIC**

6. **QUESTIONS FROM COUNCIL**

7. **COUNCIL RESOLUTION**

Recommendation:

THAT the May 29, 2018 Public Hearing be closed;

AND THAT "District of North Vancouver Rezoning Bylaw 1370 (Bylaw 8292)" be returned to Council for further consideration.

8. **CLOSING**

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4B 117- 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD117 Zone:

(a) Uses Permitted Without Conditions:

Not Applicable

(b) Conditional Uses:

- (i) Residential building, multiple-family townhouse

4B 117-3 Conditions of Use

- (a) Balcony enclosures not permitted

4B 117-4 Accessory Use

- (a) *Accessory uses* are permitted and may include but are not necessarily limited to:

- (i) Home occupations in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965

4B 117-5 Density

- (a) The maximum permitted density in the CD117 Zone is limited to a floor space ratio (FSR) of 0.45, and a maximum of 1 unit;

- (b) For the purposes of calculating floor space ratio, the following are exempted:

- i. garage spaces up to a maximum of 41.7 m² (449 sq ft)
 - ii. floor area contain within that part of the buildings having an adjacent exposed perimeter wall of less than 1.22m (4.0 ft) from the main floor geodetic to the finished grade up to a maximum of 464m² (5,000 sq ft) are excluded

- (c) Balcony enclosures are not permitted.

4B 117-6 Amenities

- (a) Despite subsection 4B117-5, density in the CD117 Zone is increased to a maximum floor space of 1,482m² (15,951 sq ft), inclusive of any density bonus for energy performance and a maximum of 8 units, if the owner:

- 1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and

2. Contributes \$162,408 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental, pedestrian or other public realm, infrastructure improvements; municipal, recreation or social service facility or service / facility improvements; and/or the affordable housing fund.

4B 117-7 Maximum Principal Building Size:

Not applicable

4B 117-8 Setbacks:

- a) Buildings shall be set back from property lines to the closest building face as established by development permit and in accordance with the following regulations:

Setback	Buildings (Minimum Setback)
Front (west property line)	4.0m (13ft) to the building face
Rear (east property line)	11.3m (37ft) to the building face
Side (north property line)	1.83m (6ft) to the building face
Side (south property line)	1.83m (6ft) to the building face

- b) No projecting features of a building can be within 1.2m (4ft) of a side property line.

4B 117-9 Building Orientation:

Not applicable

4B 117-10 Building Depth and Width:

Not applicable

4B 117-11 Coverage:

- (a) Building Coverage shall not exceed 48%.
- (b) Site Coverage shall not exceed 75%.

4B 117-12 Height:

The maximum permitted height for each building is 11.2m (36.8ft).

4B 117-13 Flood Construction Requirements:

Not applicable

4B 117-14 Landscaping:

- (a) All land areas not occupied by buildings, structures, parking spaces, loading spaces, driveways, manoeuvring aisles and sidewalks shall be landscaped or finished in accordance with an approved landscape plan; and
- (b) All electrical kiosks and garbage and recycling container pads not located underground or within a building shall be screened with landscaping.

4B 117-15 Subdivision Requirements:

Not applicable

4B 117-16 Additional Accessory Structure Regulations:

Not applicable.

4B 117-17 Parking and Loading Regulations:

- (a) Parking spaces shall be provided on the basis of 2 spaces/unit plus 1 visitor space; and
- (b) All parking spaces shall meet the minimum length and width standards established in Part 10 of the District of North Vancouver Zoning Bylaw.”

2.2 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 117 (CD117).

READ a first time April 16th, 2018

PUBLIC HEARING held

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

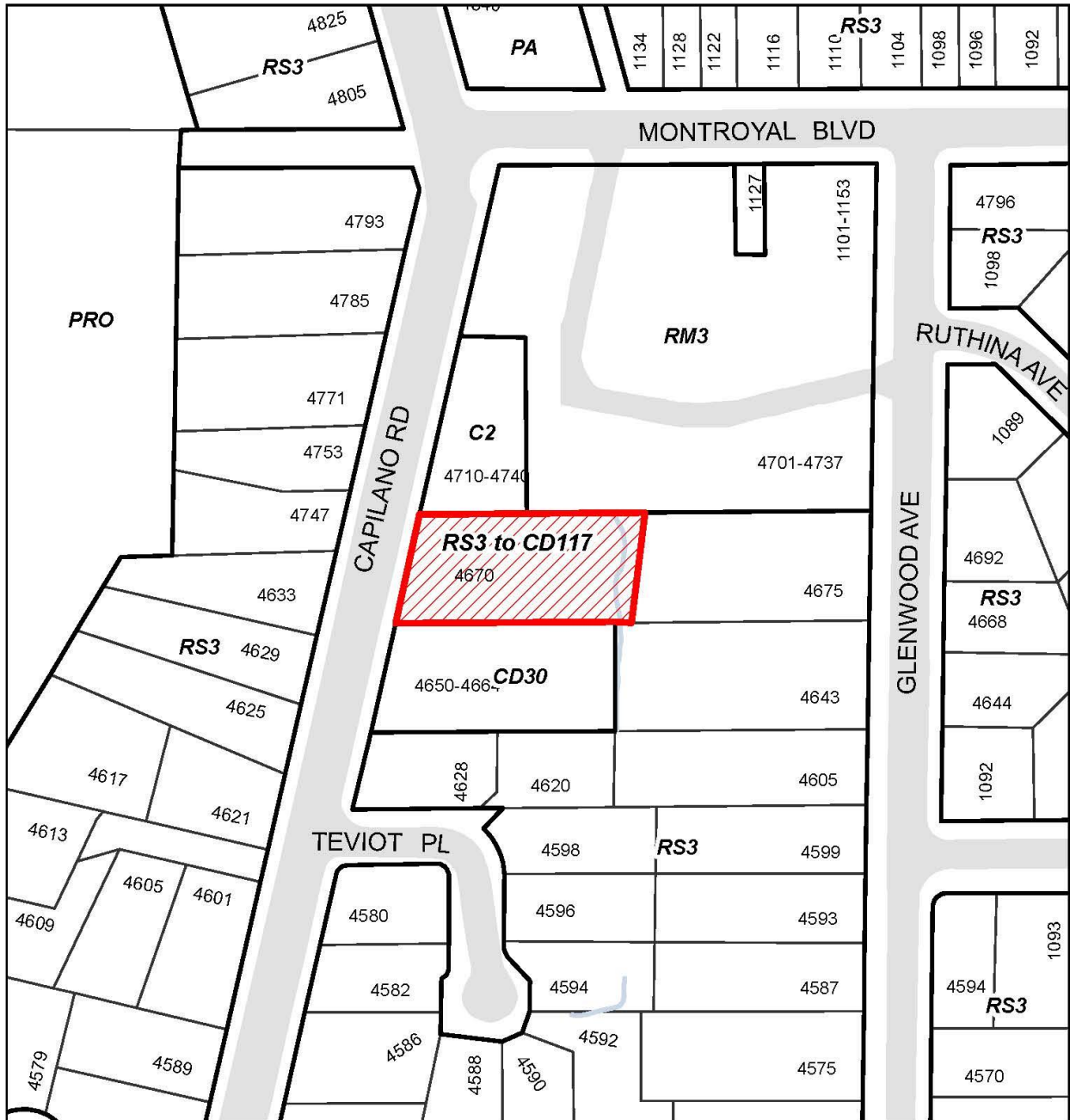
Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8292

BYLAW 8292

The District of North Vancouver Rezoning Bylaw 1370 (Bylaw 8292)



RESIDENTIAL SINGLE FAMILY 7200 ZONE (RS3) TO
COMPREHENSIVE DEVELOPMENT ZONE 117 (CD117)



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>April 16, 2018</u>
<input type="checkbox"/> Other:	Date: _____



The District of North Vancouver REPORT TO COUNCIL

March 16, 2018
File: 08.3060.20/041.17

AUTHOR: Darren Veres, Development Planner

SUBJECT: Bylaws 8292 and 8293: Rezoning and Housing Agreement for an Eight-Unit Townhouse Project: 4670 Capilano Road

RECOMMENDATION

THAT the “District of North Vancouver Rezoning Bylaw 1370 (Bylaw 8292)” to rezone the subject site from Single Family Residential 7200 Zone (RS3) to Comprehensive Development Zone 117 (CD117) be given FIRST reading;

AND THAT “Housing Agreement Bylaw 8293, 2017 (4670 Capilano Road)” which authorizes a Housing Agreement to prevent future restrictions on the subject property, be given FIRST reading;

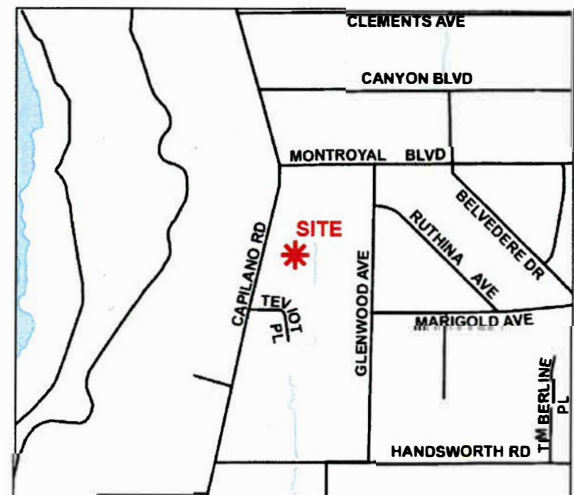
AND THAT “District of North Vancouver Rezoning Bylaw 1370 (Bylaw 8292)” be referred to a public hearing.

REASON FOR REPORT

The applicant proposed to redevelop one single-family lot with eight ground-oriented townhouses.

The proposed project requires Council’s consideration of:

- Bylaw 8292 to rezone the subject properties;
- Bylaw 8293 to authorize a housing agreement to ensure all future owners are eligible to rent their units; and
- Issuance of a Development Permit.



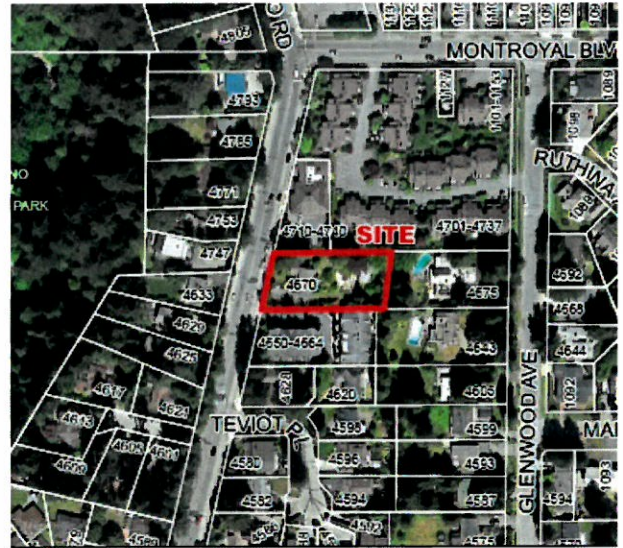
SUBJECT: Bylaws 8292 and 8293: Rezoning and Housing Agreement for an Eight-Unit Townhouse Project: 4670 Capilano Road

March 16, 2018

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SUBJECT PROPERTY

The site is located mid-block along the east side of Capilano Road and consists of one single-family lot. Adjacent properties consist of townhouses and a commercial strip-mall to the north, single-family homes to the east and west, and townhouses to the south.

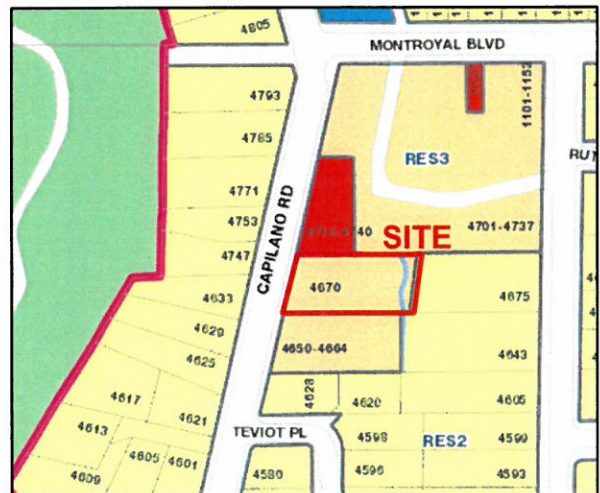


EXISTING POLICY

Official Community Plan

The Official Community Plan (OCP) designates the site as “Residential Level 3: Attached Residential”, which envisions ground-oriented multifamily housing at a density of up to approximately 0.8 FSR.

The Upper Capilano Local Area Plan (1999), which is the reference policy document for this neighbourhood, designates this site for “Ground-Oriented Residential” with approximately 17 units on this site and the site to the south. The site to the south consists of eight townhouse units.



The proposal is consistent with the land use designations of both plans.

The surrounding properties are designated in the OCP as Residential Level 3: Attached Residential, Residential Level 2: Detached Residential, and Commercial Retail Mixed Use Level 1.

The proposed townhouse units are all three bedroom units, which will be attractive to families, and as such, the proposal responds to Goal #2 of the OCP to “encourage and enable a diverse mix of housing type to accommodate the lifestyles and needs of people at all stages of life.” It also addresses the intent of the housing diversity policies in Section 7.1 of the OCP by providing units suitable for families (Policy 7.1.4).

SUBJECT: Bylaws 8292 and 8293: Rezoning and Housing Agreement for an Eight-Unit Townhouse Project: 4670 Capilano Road

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Zoning

The subject property is zoned Residential Single-Family 7200 Zone (RS3) and therefore requires rezoning to permit this multi-family project. Bylaw 8292 proposes the establishment of a new Comprehensive Development Zone 117 (CD117) tailored specifically to this project. The proposed CD117 zone prescribes permitted uses and zoning provisions such as a maximum number of eight units, height, setbacks, and parking requirements.

Strata Rental Protection Policy

Corporate Policy 8-3300-2 "Strata Rental Protection Policy" applies to this project as the rezoning application would permit development of more than five units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units and Bylaw 8293 is provided to implement that Policy.

Housing Affordability and Diversity

In accordance with the Rental and Affordable Housing Strategy, this application is meeting goal number one of expanding the supply and diversity of housing through the provision of family-oriented townhouse units which are in high demand and short supply in the District. These town homes offer ground-oriented family alternatives to single detached home ownership and will be attractive to young couples who are part of the District's "missing generation."

ANALYSIS:

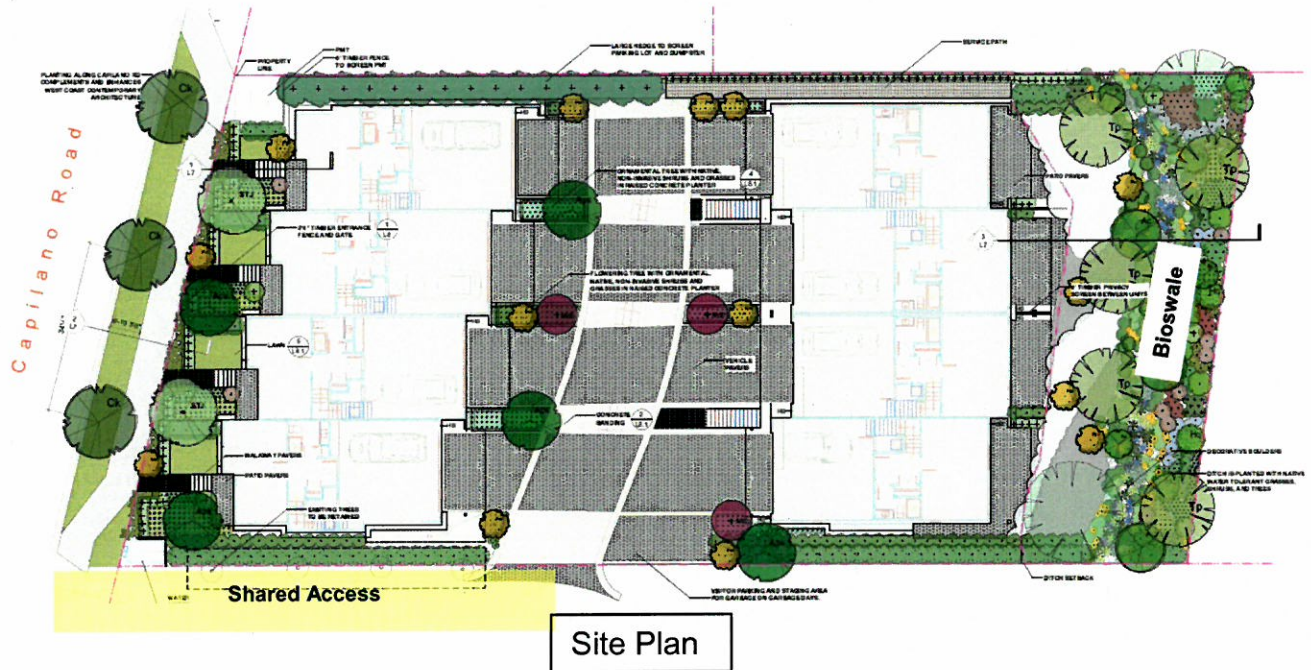
Site Plan and Project Description

The project consists of eight townhouses in two buildings (see site plan of following page). One building fronts Capilano Road while the other faces an internal courtyard and drive aisle. A landscaped bioswale runs along the east side of the property. The townhouses are each three storeys in height and have their own ground-level parking garages. The garages are accessed off a shared driveway with the property to the south at 4650 – 4664. This access was secured with an easement when the adjacent property was developed.

SUBJECT: Bylaws 8292 and 8293: Rezoning and Housing Agreement for an Eight-Unit Townhouse Project: 4670 Capilano Road

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All of the units have three bedrooms on the upper level and range in size from 171m² (1,850 sq ft) to 204m² (2,220 sq ft), excluding the garages. The individual buildings are approximately 10.7 m (35.3 ft) in height. Renderings of the project are below.



Rendering of proposal looking north along Capilano Road



Rendering of proposal looking east from Capilano Road

Development Permit

The subject properties are located within Development Permit Areas for the following purposes:

- Form and Character of Multi-Family Development (Ground-Oriented Housing);
- Energy and Water Conservation and Greenhouse Gas Emission Reductions;
- Protection of Development from Hazardous Conditions: Wildfire Hazard: Wildfire Interface Area; and
- Protection of the Natural Environment: Streamside Protection.

SUBJECT: Bylaws 8292 and 8293: Rezoning and Housing Agreement for an Eight-Unit Townhouse Project: 4670 Capilano Road

March 16, 2018

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A detailed development permit report, outlining the projects' compliance with the applicable DPA guidelines, will be provided for Council's consideration at the Development Permit stage should the rezoning advance.

Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on November 9, 2017 and the Panel recommended approval of the project subject to review of items to the satisfaction of staff. In response, the following revisions have been made:

- A variety of planting including seven Beech trees have been added to the central space for additional softening of the central courtyard area;
- North elevation has been revised to add more contrast through the use of different material and colour, plus longer flat roof overhang to create shadow.
- Planting added to along the north pathway to provide for additional screening from the adjacent commercial parking lot.

A detailed review of development permit issues, outlining the project's compliance with the applicable development permit guidelines will be provided for Council's consideration should the application proceed through the rezoning process.

Accessibility

The District's Accessible Design Policy encourages ground-oriented units to include accessible design features where feasible. The proposal does not include grade-level access to any of the townhouse units without the use of stairs. Despite this limitation, the applicant is proposing to install some accessible design measures in all of units to support aging in place.

The proposal also includes a conduit in all staircases for future electrical installation for a lift, and reinforced backing for support.

Vehicle Parking

The proposal includes 16 parking spaces in two-car garages accessed off an internal lane. The proposal includes one dedicated visitor space plus the potential for additional visitor parking on the individual driveway aprons.

Off-site improvements

The application includes improved street frontages with street tree plantings and streetlight upgrades, curb, gutter, and paving improvements.

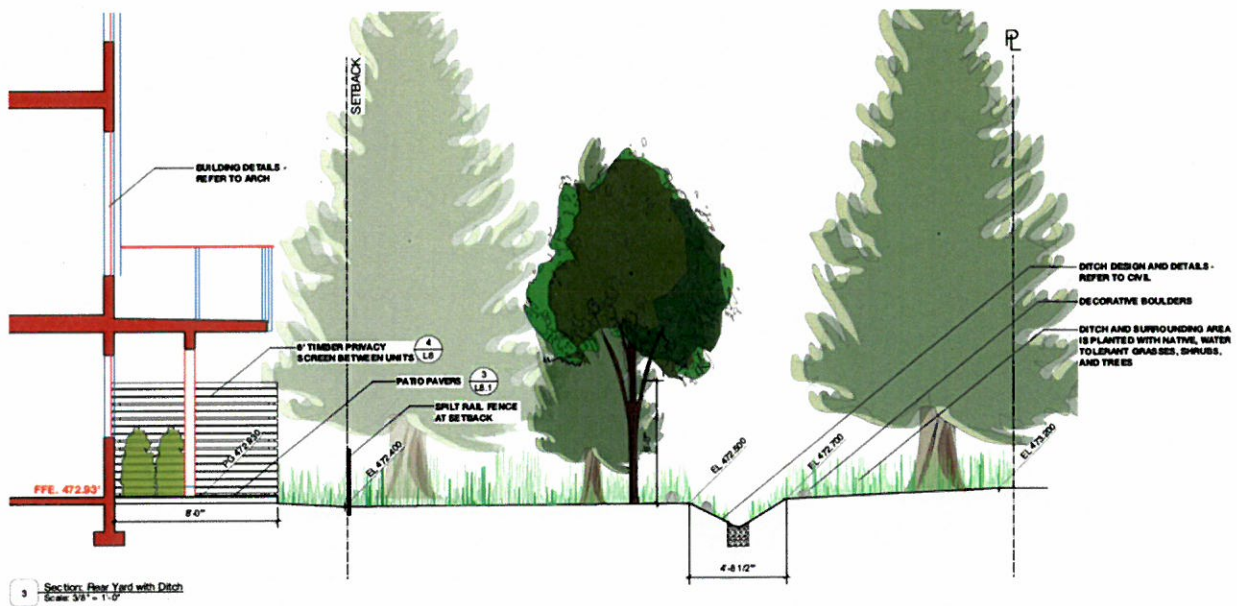
Community Amenity Contribution

The District's Community Amenity Contribution (CAC) Policy outlines expectations for contribution for projects which result in an increase in density. A CAC of \$162,408 will be included in the proposed CD117 Zone. It is anticipated that the CACs from this development will be directed toward public art; park and trail improvements; the affordable housing fund; or, other public realm infrastructure improvements.

Landscaping

Landscaping is proposed around the perimeter of the site and throughout the interior courtyard and drive aisles.

A central feature of the landscape plan is a bioswale that runs along the eastern property line where a small drainage ditch currently exists. The bioswale will be planted with native non-invasive, water-tolerant grasses, shrubs, trees, and includes a number of decorative boulders. The new development will be setback from this area by a five metre buffer area and will be protected with a 1m (3 ft) split-rail environmental fence (see below).



Should the rezoning proposal proceed, a more detailed review of landscape issues will be included in the development permit report.

Trees

Thirteen onsite tree, three District trees, and three trees on the neighbouring property to south have been identified for removal to accommodate the proposed development. In place of these trees, the

SUBJECT: Bylaws 8292 and 8293: Rezoning and Housing Agreement for an Eight-Unit Townhouse Project: 4670 Capilano Road

March 16, 2018

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applicant is proposing to replant 34 trees which are mix of deciduous and coniferous and include five 3.5m Western Red Cedars in the bioswale.

Concurrence:

The project has been reviewed by staff from the Environment, Building and Permits, Legal, Parks, Engineering, Community Planning, Urban Design, Transportation, the Fire Department, and the Arts Office.

Construction Traffic Management Plan:

In order to reduce development's impact on pedestrian and vehicular movements, the applicant is required to provide a Construction Traffic Management Plan (CTMP) as a condition of a Development Permit. The plan must outline how the applicant will coordinate with the mixed-use project located at 5020 Capilano Road, should that project also advance, to minimize construction impacts on pedestrian and vehicle movement along Capilano Road. The plan is required to be approved by the District prior to issuance of a building permit.

In particular, the Construction Traffic Management Plan must:

1. Provide safe passage for pedestrians, cyclists, and vehicle traffic;
2. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
3. Make provisions for trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods;
4. Provide a point of contact for all calls and concerns;
5. Provide a sequence and schedule of construction activities;
6. Identify methods of sharing construction schedule with other developments in the area;
7. Ascertain a location for truck marshalling;
8. Address silt/dust control and cleaning up from adjacent streets;
9. Provide a plan for litter clean-up and street sweeping adjacent to site; and,
10. Include a communication plan to notify surrounding businesses and residents.

PUBLIC INPUT:

Public Information Meeting:

The applicant held a facilitated Public Information Meeting on October 12, 2017.

Notices were distributed to 81 addresses within approximately a 100 metre radius of the site. One sign was placed on the property to notify passersby of the meeting, and advertisements were placed in the North Shore News on October 4th and 6th.

The meeting was attended by approximately nine residents. Concerns raised at the meeting and in emails received during the feedback period included smells and sounds from the adjacent commercial property, encroachment into the ditch area, projected unit price, and increased traffic on Capilano Road. There was also a suggestion to incorporate the same variety of Beech trees which are found in the property to the south.

In response to these concerns and suggestions, the applicant has incorporated the following revisions to the proposal:

- provided increased screening between the buildings and the commercial property to the north with a large hedge and solid privacy fence;
- removed all development from the ditch setback area and included a protective fence;
- incorporated beech trees into the landscape plan; and
- provided a draft construction traffic management plan which will minimize impacts to neighbours during the construction period for the project.

Vehicular traffic demand can be accommodated by the existing road network. Access is proposed to be shared with the property to the south.

With respect to housing affordability, the proposal complies with the Rental and Affordable Housing Strategy in that it proposes to replace an older single-family home with eight town houses which are an alternative to single-family housing and may be more affordable than many of the existing single-family homes in the area, and will contribute CACs, which may be allocated to affordable housing subject to Council's direction on the long term funding strategy.

IMPLEMENTATION:

Implementation of this project will require a rezoning, and a Housing Agreement, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8292 (Attachment 1) rezones the subject site from RS3 to a new Comprehensive Development Zone 117 (CD117) which:

- establishes the permitted residential uses;
- allows home occupations as an accessory use;
- establishes the maximum permitted floor area on the site;
- establishes a density bonus equal to an FSR of 0.8 subject to payment of a \$162,408 CAC and entering into a housing agreement to restrict future strata rental restrictions;
- establishes setback and building height regulations; and,
- establishes parking regulations specific to this project.

Bylaw 8293, (Attachment 2) authorizes the District to enter into a Housing Agreement to ensure that there will be no future restrictions on renting the units.

SUBJECT: Bylaws 8292 and 8293: Rezoning and Housing Agreement for an Eight-Unit Townhouse Project: 4670 Capilano Road

April 6, 2018

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A legal framework will be required to support the project and it is anticipated that a development covenant will be used to secure items such as the details of off-site servicing requirements. Additional legal documents required for the project will include:

- a development covenant to reference the general form and layout of project as well as requirements for off-site servicing;
- a stormwater management covenant;
- a registration of housing agreement regarding prohibition of rental restrictions for strata units; and
- an engineering servicing agreement (including construction management plan).

CONCLUSION:

This project is consistent with the directions established in the District's OCP and the Upper Capilano Local Area Plan Reference Policy Document. It addresses the OCP housing objectives related to the provision of a range of housing options, in this case, family housing in a townhouse format.

The rezoning proposal is now ready for Council's consideration.

Options:

The following options are available for Council's consideration:

1. Introduce Bylaws 8292, and 8293 and refer Bylaw 8292 to a Public Hearing (staff recommendation); or,
2. Defeat the bylaws at First Reading.



Darren Veres
Development Planner

Attachments:

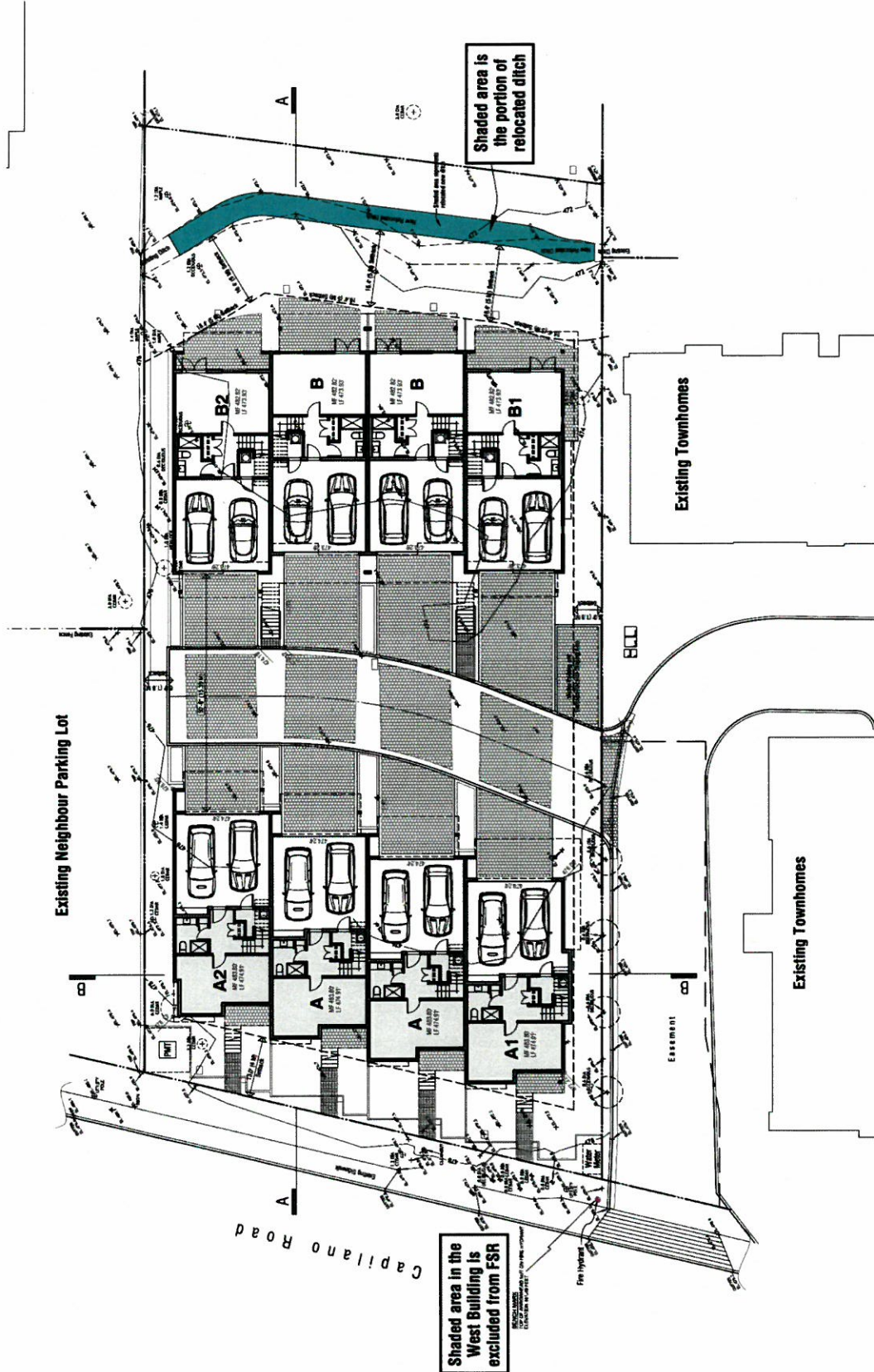
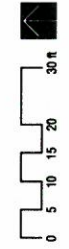
1. Architectural and Landscape Plans
2. Bylaw 8292 – Rezoning
3. Bylaw 8293 – Housing Agreement

SUBJECT: Bylaws 8292 and 8293: Rezoning and Housing Agreement for an Eight-Unit Townhouse Project: 4670 Capilano Road

April 6, 2018

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REVIEWED WITH:					
<input type="checkbox"/> Sustainable Community Dev.	_____	<input type="checkbox"/> Clerk's Office	_____	External Agencies:	
<input type="checkbox"/> Development Services	_____	<input type="checkbox"/> Communications	_____	<input type="checkbox"/> Library Board	_____
<input type="checkbox"/> Utilities	_____	<input type="checkbox"/> Finance	_____	<input type="checkbox"/> NS Health	_____
<input type="checkbox"/> Engineering Operations	_____	<input type="checkbox"/> Fire Services	_____	<input type="checkbox"/> RCMP	_____
<input type="checkbox"/> Parks	_____	<input type="checkbox"/> ITS	_____	<input type="checkbox"/> NVRC	_____
<input type="checkbox"/> Environment	_____	<input type="checkbox"/> Solicitor	_____	<input type="checkbox"/> Museum & Arch.	_____
<input type="checkbox"/> Facilities	_____	<input type="checkbox"/> GIS	_____	<input type="checkbox"/> Other:	_____
<input type="checkbox"/> Human Resources	_____	<input type="checkbox"/> Real Estate	_____		



RAYMOND LEISERMAN
 ARCHITECTS, P.A.
 100-170, Avenue A, Vancouver, B.C. V6P 1G7
 Tel: 604.276.1844 Fax: 604.276.1847

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Project:
West Building
 Planning & Development Permit
 4670 Capilano Road
 North Vancouver, BC
 February 28, 2013



West Building Front Elevation From Capilano Road



West Building Front Elevation From Capilano Road

Client:
Wedgewood
 Ventures Ltd.

Address:
4670 Capilano Road
 North Vancouver, BC

Project:
Type A - West Building
 3D Renders
 WLS
 February 28, 2013

A-2.02

RAYMOND LEBEMAN
 ARCHITECT
 200-475, Avenue 11, Vancouver, B.C. V2G 1A7
 Tel: 604.681.1430 Fax: 604.681.1431

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Prepared by:
Standard for Planning & Development Permit
 August 8, 2017

Prepared by:
Standard for Planning & Development Permit
 February 28, 2018



Client:
Wedgewood Ventures Ltd.

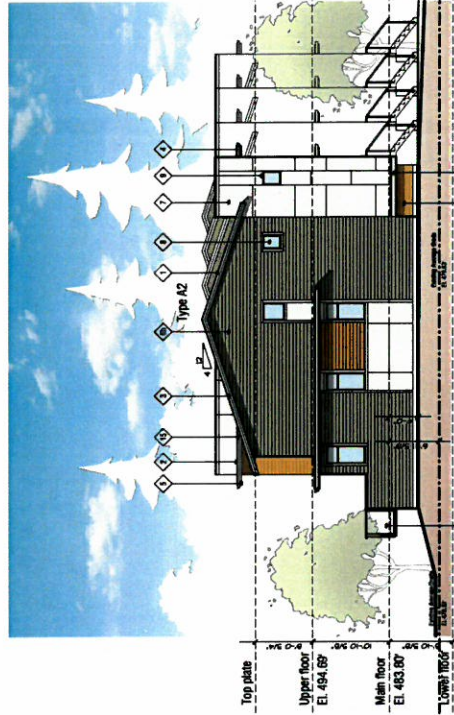
Project:
4670 Capilano
 4670 Capilano Road
 North Vancouver, BC

Rendered by:
Type B - East Building
Renders
 RTS
 February 28, 2018

A-3.02



South Elevation



North Elevation



West Elevation (Capilano Road)

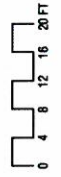


East Elevation

Wegwood
 Ventures Ltd.
 4670 Capilano Road
 North Vancouver, BC

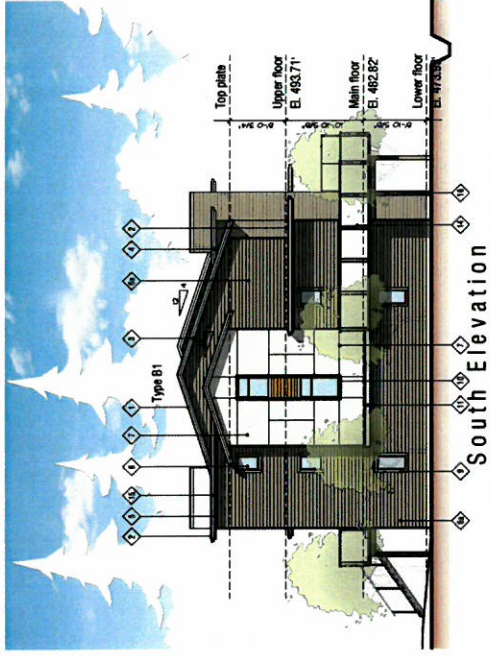
Type A - West Building
 Elevations
 1/8" = 1'-0"
 February 28, 2015

A-2.01

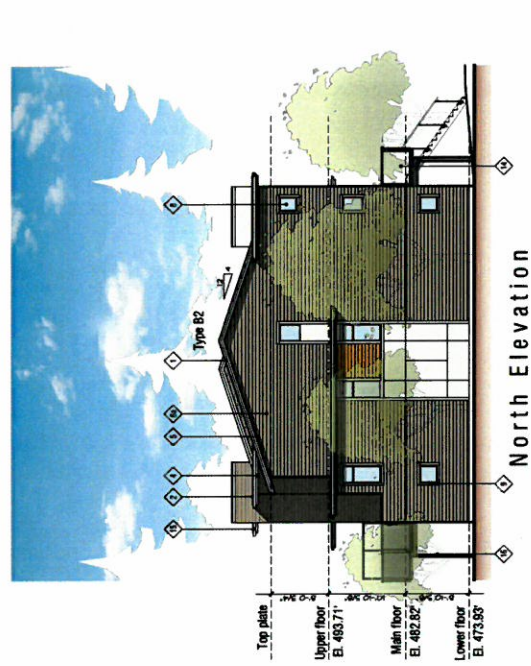


Exterior Finish Legend

- ◆ Pitch Roof Asphalt roof shingles
- ◆ Pitch Roof Pico Primer, Farrow Gray
- ◆ Low Slope Roof 2 Ply SBS roofing membrane
- ◆ Gable Fascia 2 x 4 on 2 x 10 wood, painted
- ◆ Fascia Benjamin Moore, OC-57 Heron White
- ◆ Soffit 2 x 10 wood, painted
- ◆ Soffit Benjamin Moore, OC-57 Heron White
- ◆ Soffit HardieGull Perforated, painted
- ◆ Soffit Benjamin Moore, OC-57 Heron White
- ◆ Lap Siding HardiePlank Lap Siding, smooth, painted
- ◆ Lap Siding Benjamin Moore, MC-77 Alexander Bridge
- ◆ Lap Siding HardiePlank Lap Siding, smooth, painted
- ◆ Lap Siding Benjamin Moore, MC-110 Westminster Moss
- ◆ Lap Siding HardiePlank Lap Siding, smooth, painted
- ◆ Lap Siding Custom colour to simulate wood cedar
- ◆ Panel & reveal HardiePanel, smooth, painted, aluminum reveal to match
- ◆ Panel & reveal See elevations for colour
- ◆ Windows Vinyl frames, White Windows
- ◆ Trims 2x4 wood, painted
- ◆ Window & Doors Painted to matching adjacent cackling colour
- ◆ Window Shadow Box 1x4 HardieTrim Board, smooth, painted
- ◆ Baby Band Painted to matching adjacent cackling colour
- ◆ Windows Benjamin Moore, OC-57 White Heron
- ◆ Empty Front Doors Wood veneer (temple), painted
- ◆ Garage Doors Overhead garage door w/ glazed panels, Painted to matching adjacent cackling colour
- ◆ Guard Rail Aluminum rails with inset glazing
- ◆ Gutter & PVL Natural anodized rails
- ◆ Posts & Beams Pre-finished aluminum, White
- ◆ Benjamin Moore, OC-57 White Heron



South Elevation



North Elevation



West Elevation



East Elevation

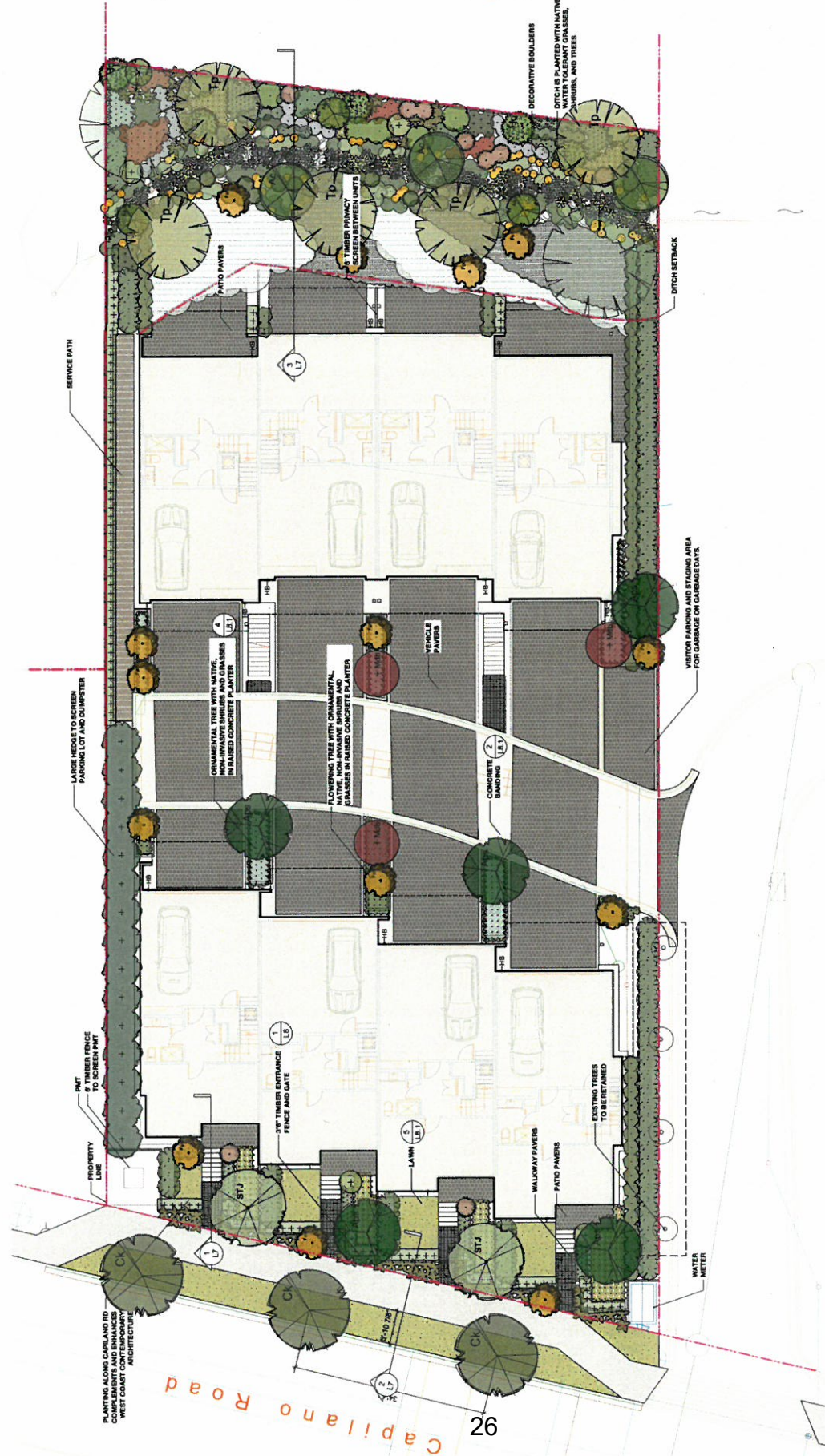
Exterior Finish Legend

- ◆ Fresh Roof Asphalt roof shingles
- ◆ Flashing Penco Premier, Pewter Grey
- ◆ Low Slope Roof 2 ply SBS roofing membrane
- ◆ Gable Facia 2 x 4 on 2 x 10 wood, painted
- ◆ Facia Benjamin Moore, OC-57 Heron White
- ◆ Soffit 2 x 10 wood, painted
- ◆ HeronSoffit Perforated, painted
- ◆ Benjamin Moore, OC-57 Heron White
- ◆ HandPrik Lap Siding, smooth, painted
- ◆ Benjamin Moore, HC-77 Alameda Beige
- ◆ HandPrik Lap Siding, smooth, painted
- ◆ Benjamin Moore, HC-110 Westerland Moss
- ◆ HandPrik Lap Siding, smooth, painted
- ◆ Custom colour to simulate wood cedar
- ◆ HandPrik, smooth, painted, aluminium reveal to match
- ◆ See elevations for colour
- ◆ Lap Siding
- ◆ Lap Siding
- ◆ Lap Siding
- ◆ Panel & reveal
- ◆ Windows View frames, White Windows
- ◆ Trims 2x4 wood, painted
- ◆ Window & Doors Painted to matching adjacent cladding colour
- ◆ Window Shadow Box 1x4 HardTrim Board, smooth, painted
- ◆ Belly Band Painted to matching adjacent cladding colour
- ◆ Entry Front Doors Wood water tonglass, painted
- ◆ Garage Doors Overlaid garage door w/ glazed panels. Painted to matching adjacent cladding colour
- ◆ Guard Rail Aluminium rails with level glazing.
- ◆ Gutter & RVL Fire-shielded aluminium.
- ◆ Posts & Beams Wood, painted
- ◆ Benjamin Moore, OC-57 White Heron





Project No.	21718
Client	178P-1107
Project Name	4760 Caplano Rd
Project Location	L3.0
Project Date	11/17/18
Project Status	11



The Corporation of the District of North Vancouver

Bylaw 8292

A bylaw to amend District of North Vancouver Zoning Bylaw 3210, 1965

The Council for The Corporation of the District of North Vancouver enacts as follows:

1. Citation

This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1370 (Bylaw 8292)”.

2. Amendments:

2.1 District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:

a) Section 301 (2) by inserting the following zoning designation:

“Comprehensive Development Zone 117 CD117”

b) Part 4B Comprehensive Development Zone Regulations by inserting the following, inclusive of Schedule B.

“4B117 Comprehensive Development Zone 117 CD117

The CD117 zone is applied to:

4670 Capilano Road, Lot A of Lot 3 Block D District Lot 595 Plan 9296,
PID: 009-669-953

4B 117-1 Intent

The purpose of the CD117 Zone is to establish specific land use and development regulations for an eight-unit townhouse project.

4B 117- 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD117 Zone:

(a) Uses Permitted Without Conditions:

Not Applicable

(b) Conditional Uses:

- (i) Residential building, multiple-family townhouse

4B 117-3 Conditions of Use

- (a) Balcony enclosures not permitted

4B 117-4 Accessory Use

- (a) *Accessory uses* are permitted and may include but are not necessarily limited to:

- (i) Home occupations in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965

4B 117-5 Density

- (a) The maximum permitted density in the CD117 Zone is limited to a floor space ratio (FSR) of 0.45, and a maximum of 1 unit;

- (b) For the purposes of calculating floor space ratio, the following are exempted:

- i. garage spaces up to a maximum of 41.7 m² (449 sq ft)
 - ii. floor area contain within that part of the buildings having an adjacent exposed perimeter wall of less than 1.22m (4.0 ft) from the main floor geodetic to the finished grade up to a maximum of 464m² (5,000 sq ft) are excluded

- (c) Balcony enclosures are not permitted.

4B 117-6 Amenities

- (a) Despite subsection 4B117-5, density in the CD117 Zone is increased to a maximum floor space of 1,482m² (15,951 sq ft), inclusive of any density bonus for energy performance and a maximum of 8 units, if the owner:

- 1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and

2. Contributes \$162,408 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental, pedestrian or other public realm, infrastructure improvements; municipal, recreation or social service facility or service / facility improvements; and/or the affordable housing fund.

4B 117-7 Maximum Principal Building Size:

Not applicable

4B 117-8 Setbacks:

- a) Buildings shall be set back from property lines to the closest building face as established by development permit and in accordance with the following regulations:

Setback	Buildings (Minimum Setback)
Front (west property line)	4.0m (13ft) to the building face
Rear (east property line)	11.3m (37ft) to the building face
Side (north property line)	1.83m (6ft) to the building face
Side (south property line)	1.83m (6ft) to the building face

- b) No projecting features of a building can be within 1.2m (4ft) of a side property line.

4B 117-9 Building Orientation:

Not applicable

4B 117-10 Building Depth and Width:

Not applicable

4B 117-11 Coverage:

- (a) Building Coverage shall not exceed 48%.
- (b) Site Coverage shall not exceed 75%.

4B 117-12 Height:

The maximum permitted height for each building is 11.2m (36.8ft).

4B 117-13 Flood Construction Requirements:

Not applicable

4B 117-14 Landscaping:

- (a) All land areas not occupied by buildings, structures, parking spaces, loading spaces, driveways, manoeuvring aisles and sidewalks shall be landscaped or finished in accordance with an approved landscape plan; and
- (b) All electrical kiosks and garbage and recycling container pads not located underground or within a building shall be screened with landscaping.

4B 117-15 Subdivision Requirements:

Not applicable

4B 117-16 Additional Accessory Structure Regulations:

Not applicable.

4B 117-17 Parking and Loading Regulations:

- (a) Parking spaces shall be provided on the basis of 2 spaces/unit plus 1 visitor space; and
- (b) All parking spaces shall meet the minimum length and width standards established in Part 10 of the District of North Vancouver Zoning Bylaw."

2.2 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 117 (CD117).

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

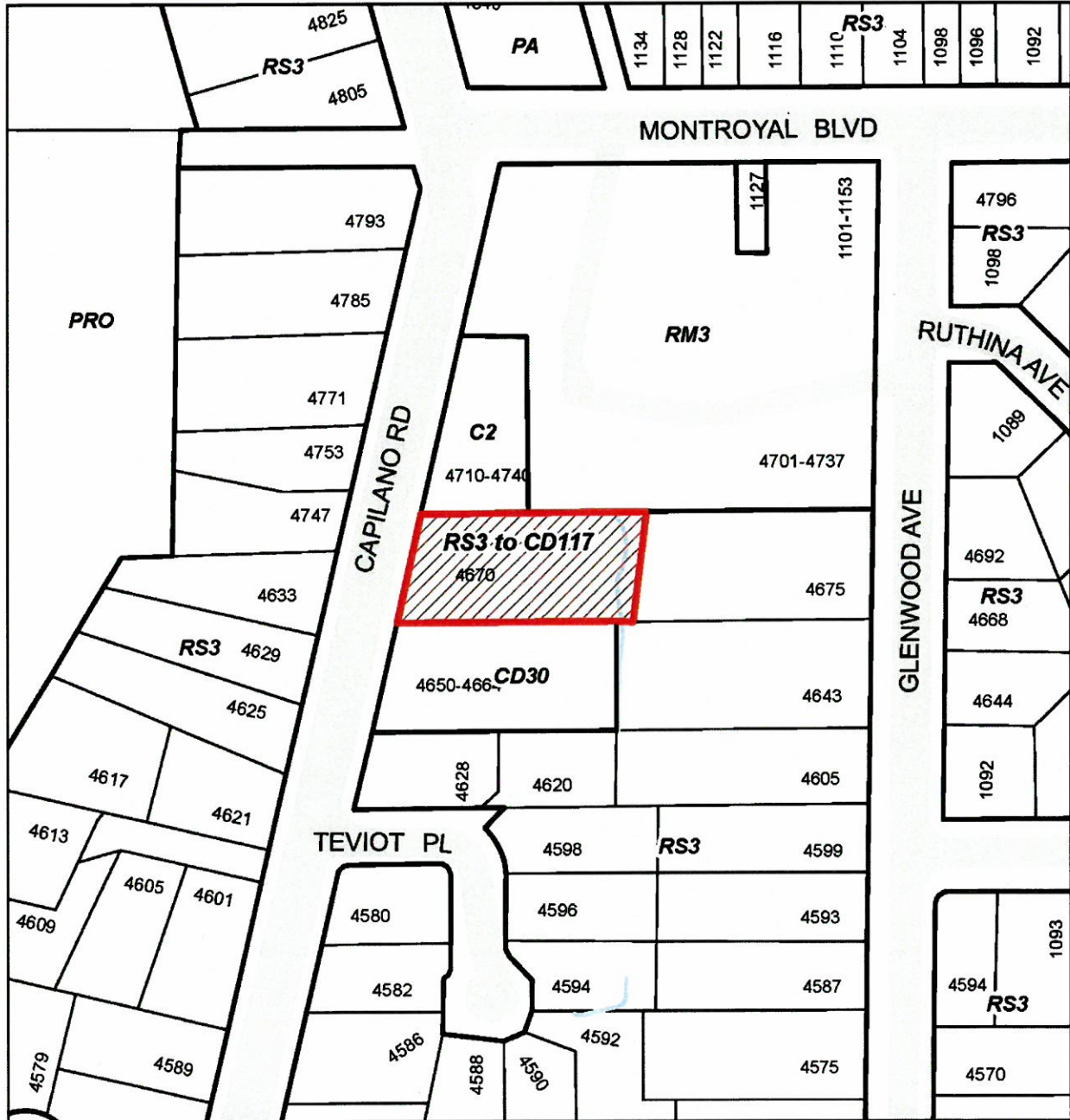
Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8292

BYLAW 8292

The District of North Vancouver Rezoning Bylaw 1370 (Bylaw 8292)



RESIDENTIAL SINGLE FAMILY 7200 ZONE (RS3) TO COMPREHENSIVE DEVELOPMENT ZONE 117 (CD117)



The Corporation of the District of North Vancouver

Bylaw 8293

A bylaw to enter into a Housing Agreement
(4670 Capilano Road)

The Council for The Corporation of the District of North Vancouver enacts as follows:

1. Citation

This bylaw may be cited as “Housing Agreement Bylaw 8293, 2017 (4670 Capilano Road)”.

2. Authorization to Enter into Agreement

2.1 The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Wedgewood Capilano Homes Ltd. (Inc. No. BC1043762) substantially in the form attached to this Bylaw as Schedule “A” with respect to the following lands:

- (a) PID 009-699-953 Lot A of Lot 3 Block D District Lot 595 Plan 9296

3. Execution of Documents

The Mayor and Municipal Clerk are authorized to execute any documents required to give effect to the Housing Agreement.

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule "A" to Bylaw 8293

SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of _____, 20____

BETWEEN:

WEDGEWOOD CAPILANO HOMES LTD. (Inc. No. BC1043762) a company incorporated under the laws of the Province of British Columbia having an office at 450 East 21st Street, North Vancouver, BC V7L 3C2

(the "Developer")

AND:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, a municipality incorporated under the *Local Government Act*, RSBC 2015, c.1 and having its office at 355 West Queens Road, North Vancouver, BC V7N 4N5

(the "District")

WHEREAS:

1. The Developer is the registered owner of the Lands (as hereinafter defined);
2. The Developer wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain residential strata units on the Lands;
3. Section 483 of the *Local Government Act* authorises the District, by bylaw, to enter into a housing agreement to provide for the prevention of rental restrictions on housing, and provides for the contents of the agreement; and
4. Section 219 of the *Land Title Act* (British Columbia) permits the registration in favour of the District of a covenant of a negative or positive nature relating to the use of land or a building thereon, or providing that land is to be built on in accordance with the covenant, or providing that land is not to be built on except in accordance with the covenant, or providing that land is not to be subdivided except in accordance with the covenant;

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Developer (the receipt and sufficiency of which are hereby acknowledged by the Developer), the parties covenant and agree with each other as follows, as a housing agreement under Section 483 of the *Local Government Act*, as a contract and a deed under seal between the parties, and as a covenant under Section 219 of the *Land Title Act*, and the Developer hereby further covenants and agrees that neither the Lands nor any building constructed thereon shall be used or built on except in accordance with this Agreement:

Article 1 DEFINITIONS

1.01 Definitions

In this agreement:

- (a) *"Development Permit"* means development permit No. _____ issued by the District;
- (b) *"Lands"* means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) *"Owner"* means the Developer and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Lands from time to time, or of any parcel into which the Lands are consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (d) *"Proposed Development"* means the proposed development containing not more than 8 units to be constructed on the Lands in accordance with the Development Permit;
- (e) *"Short Term Rentals"* means any rental of a Unit for any period less than 30 days;
- (f) *"Strata Corporation"* means the strata corporation formed upon the deposit of a plan to strata subdivide the Proposed Development pursuant to the *Strata Property Act*;
- (g) *"Unit"* means a residential dwelling strata unit in the Proposed Development; and
- (h) *"Unit Owner"* means the registered owner of a Dwelling Unit in the Proposed Development.

Article 2 TERM

This Agreement will commence upon adoption by District Council of Bylaw 8293 and remain in effect until terminated by the District as set out in this Agreement.

Article 3 RENTAL ACCOMODATION

3.01 Rental Disclosure Statement

No Unit in the Proposed Development may be occupied unless the Owner has:

- (i) before the first Unit is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate a rental disclosure statement in the prescribed form (the "Rental Disclosure Statement") designating all of the Units as rental strata lots and imposing at least a 99 year rental period in relation to all of the Units pursuant to the *Strata Property Act* (or any successor or replacement legislation), except in relation to Short Term Rentals and, for greater certainty, stipulating specifically that the 99 year rental restriction does not apply to a Strata Corporation bylaw prohibiting or restricting Short Term Rentals; and

- (j) given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit before the prospective purchaser enters into an agreement to purchase in respect of the Unit. For the purposes of this paragraph 3.01(b), the Owner is deemed to have given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit in the building if the Owner has included the Rental Disclosure Statement as an exhibit to the disclosure statement for the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act*.

3.02 Rental Accommodation

The Units constructed on the Lands from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time, except that this section 3.02 does not apply to Short Term Rentals which may be restricted by the Strata Corporation to the full extent permitted by law.

3.03 Binding on Strata Corporation

This agreement shall be binding upon all Strata Corporations created by the subdivision of the Lands or any part thereof (including the Units) pursuant to the *Strata Property Act*, and upon all Unit Owners.

3.04 Strata Bylaw Invalid

Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations (other than Short Term Rentals) shall have no force or effect.

3.05 No Bylaw

The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Lands, the Proposed Development or the Units contained therein from time to time as rental accommodation (other than Short Term Rentals).

3.06 Vote

No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any Strata Corporation bylaw purporting to prevent, restrict or abridge the use of the Lands, the Proposed Development or the Units contained therein from time to time as rental accommodation (other than Short Term Rentals).

3.07 Notice

The Owner will provide notice of this Agreement to any person or persons intending to purchase a Unit prior to any such person entering into an agreement of purchase and sale, agreement for sale, or option or similar right to purchase as part of the disclosure statement for any part of the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act*.

Article 4 DEFAULT AND REMEDIES

4.01 Notice of Default

The District may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within 30 days of delivery of the notice. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

4.02 Costs

The Owner will pay to the District upon demand all the District's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.

4.03 Damages an Inadequate Remedy

The Owner acknowledges and agrees that in the case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the District and to the public interest will be irreparable and not susceptible of adequate monetary compensation.

4.04 Equitable Remedies

Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.

4.05 No Penalty or Forfeiture

The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing rental accommodation, and that the District's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out, and the District's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

4.06 Cumulative Remedies

No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

Article 5 LIABILITY

5.01 Indemnity

Except if arising directly from the negligence of the District or its employees, agents or contractors, the Owner will indemnify and save harmless each of the District and its board members, officers, directors, employees, agents, and elected or appointed officials,, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities that all or any of them will or may be liable for or suffer or incur or be put to any act or omission by the Owner or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is at law responsible, or by reason of or arising out of the Owner's ownership, operation, management or financing of the Proposed Development or any part thereof.

5.02 Release

The Owner hereby releases and forever discharges the District, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Proposed Development or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

5.03 Survival

The covenants of the Owner set out in Sections 5.01 and 5.02 will survive termination of this Agreement and continue to apply to any breach of the Agreement or claim arising under this Agreement during the ownership by the Owner of the Lands or any Unit therein, as applicable.

Article 6 GENERAL PROVISIONS

6.01 District's Power Unaffected

Nothing in this Agreement:

- (a) affects or limits any discretion, rights, powers, duties or obligations of the District under any enactment or at common law, including in relation to the use or subdivision of land;
- (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or
- (c) relieves the Owner from complying with any enactment, including the District's bylaws in relation to the use of the Lands.

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

- (a) this Agreement is entered into only for the benefit of the District:
- (b) this Agreement is not intended to protect the interests of the Owner, any Unit Owner, any occupant of any Unit or any future owner, occupier or user of any part of the Proposed Development, including any Unit, or the interests of any third party, and the District has no obligation to anyone to enforce the terms of this Agreement; and
- (c) The District may at any time terminate this Agreement, in whole or in part, and execute a release and discharge of this Agreement in respect of the Proposed Development or any Unit therein, without liability to anyone for doing so.

6.03 Agreement Runs With the Lands

This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands or in any Unit after the date of this Agreement.

6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 483 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner and any Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

6.05 Priority of This Agreement

The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Proposed Development, including any amendments to this Agreement as may be required by the Land Title Office or the District to effect such registration.

6.06 Agreement to Have Effect as Deed

The District and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.

6.07 Waiver

An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

6.08 Time

Time is of the essence in this Agreement. If any party waives this requirement, that party may reinstate it by delivering notice to another party.

6.09 Validity of Provisions

If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

6.10 Extent of Obligations and Costs

Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.

6.11 Notices

All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail or by personal service, to the following address for each party:

If to the District:

District Municipal Hall
355 West Queens Road
North Vancouver, BC V7N 4N5

Attention: Planning Department

If to the Owner:

If to the Unit Owner:

The address of the registered owner which appears on title to the Unit at the time of notice.

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may

designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

6.12 Further Assurances

Upon request by the District, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the District, to give effect to this Agreement.

6.13 Enuring Effect

This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

Article 7 INTERPRETATION

7.01 References

Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.

7.02 Construction

The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.

7.03 No Limitation

The word "including" when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term similar items whether or not words such as "without limitation" or "but not limited to" are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.

7.04 Terms Mandatory

The words "must" and "will" and "shall" are to be construed as imperative.

7.05 Statutes

Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.

7.06 Entire Agreement

- (a) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.

- (b) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8293.

7.07 Governing Law

This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the *Land Title Act* Form C that is attached hereto and forms part of this Agreement.

GRANT OF PRIORITY

WHEREAS _____ (the "Chargeholder") is the holder of the following charge which is registered in the Land Title Office:

(a) _____ (the "Charge");

AND WHEREAS the Chargeholder agrees to allow the Section 219 Covenant herein to have priority over the Charge;

THIS PRIORITY AGREEMENT is evidence that in consideration of the sum of \$1.00 paid by THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") to the Chargeholder, the receipt and sufficiency of which are hereby acknowledged, the Chargeholder covenants and agrees to subordinate and postpone all its rights, title and interest in and to the lands described in the Form C to which this Agreement is attached (the "Lands") with the intent and with the effect that the interests of the District rank ahead of the Charge as though the Section 219 Covenant herein had been executed, delivered and registered against title to the Lands before registration of the Charge.

As evidence of its Agreement to be bound by the above terms, as a contract and as a deed executed and delivered under seal, the Chargeholder has executed the Form C to which this Agreement is attached and which forms part of this Agreement.

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PUBLIC HEARING

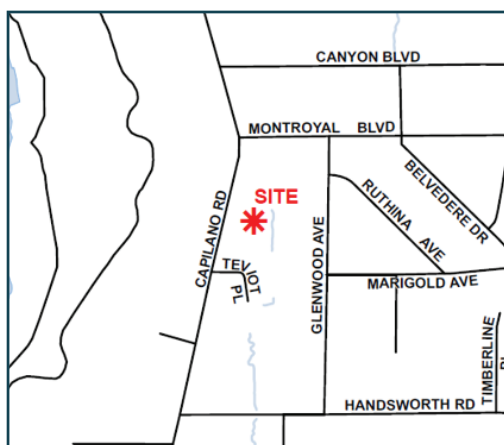
4670 Capilano Road

EIGHT-UNIT TOWNHOUSE PROJECT

What: A Public Hearing for Bylaw 8292, a proposed amendment to the Zoning Bylaw, to permit the development of an eight-unit townhouse project.

When: 7 pm, Tuesday, May 29, 2018

Where: Council Chambers, District of North Vancouver Municipal Hall, 355 West Queens Road, North Vancouver, BC



What changes?

Bylaw 8292 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 117 (CD117) and rezone the subject site from Single-Family Residential 7200 Zone (RS3) to CD117. The CD117 Zone addresses use and accessory uses, density, amenities, setbacks, site and building coverage, building height, landscaping and parking.



**Provided by applicant for illustrative purposes only. The actual development, if approved, may differ.*

When can I speak?

We welcome your input Tuesday, May 29, 2018, at 7 pm. You can speak in person by signing up at the hearing, or you can provide a written submission to the Municipal Clerk at input@dnv.org or by mail to Municipal Clerk, District of North Vancouver, 355 West Queens Road, North Vancouver, BC, V7N 4N5, before the conclusion of the hearing. *Please note that Council may not receive further submissions from the public concerning this application after the conclusion of the public hearing.*

Need more info?

Relevant background material and copies of the bylaws are available for review at the Municipal Clerk's Office or online at dnv.org/public_hearing from May 15 to May 29. Office hours are Monday to Friday 8 am to 4:30 pm, except statutory holidays.

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