



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, DEVELOPMENT AND BUILDING SERVICES DEPARTMENT**

Site Location: 266 Park Street

File No.: D07-12-23-0038

Date of Application: March 31, 2023

This SITE PLAN CONTROL application submitted by Jordan Tannis, on behalf of 261 Montreal Road Inc., is APPROVED as shown on the following plan(s):

1. **Site Servicing Plan**, Drawing No. C-1, Job No. 22092, prepared by D.B Gray Engineering Inc., Revision 5, dated October 17, 2024
2. **Grading Plan & Details**, Drawing No. C-2, Job No. 22092, prepared by D.B Gray Engineering Inc., Revision 5, dated October 17, 2024
3. **Erosion and Sediment Control Plan**, Drawing No. C-3, Job No. 22092, prepared by D.B Gray Engineering Inc., Revision 4, dated October 17, 2024
4. **Notes, Schedules & Details**, Drawing No. C-4, Job No. 22092, prepared by D.B Gray Engineering Inc., Revision 2, dated October 24, 2023.
5. **Pre & Post Development Drainage Plans**, Drawing No. C-5, Job No. 22092, prepared by D.B Gray Engineering Inc., Revision 4, dated October 17, 2024
6. **Landscape Plan**, L-01, prepared by Ruhland & Associates Ltd., Revision 4, dated October 18, 2024.
7. **Landscape Details**, L-02, prepared by Ruhland & Associates Ltd., Revision 4, dated October 18, 2024.
8. **Site Plan**, SP-01, prepared by Project1 Studio, Revision 13, dated October 29, 2024.
9. **West and East Elevations**, A201, prepared by Project1 Studio, Revision 11, dated September 05, 2024.
10. **North and South Elevations**, A202, prepared by Project1 Studio, Revision 11, dated September 05, 2024.

And as detailed in the following report(s):

1. **Environmental Noise Control Study**, prepared by Paterson Group, Report PG6501-1, Revision 4 dated July 19, 2024
2. **Phase I – Environmental Site Assessment**, prepared by Paterson Group, Report PE5651-2, dated May 14, 2024
3. **Phase II – Environmental Site Assessment**, prepared by Paterson Group, Report PE5651-3, dated May 14, 2024

4. **Soil & Groundwater Quality Memo**, prepared by Paterson Group, File PE5651-MEMO.01, dated January 11, 2024
5. **Geotechnical Investigation**, prepared by Paterson Group, Report PG6500-1, Revision 2, dated September 8, 2023
6. **Site Servicing and Stormwater Management Report**, Report No. 22092, prepared by D.B., dated October 24, 2023
7. **Tree Conservation Report V2.0**, prepared by Dendron Forestry Services, dated July 25, 2024.

And subject to the following Scoped Site Plan Agreement Conditions:

Scoped Site Plan Agreement Conditions

1. Lapsing of Approval

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement, complete the conditions to be satisfied prior to the signing of this Agreement, and have the corresponding building permit(s) issued within three (3) years of Site Plan approval, the approval shall lapse.

2. Parkland Dedication

- (a) The Owner acknowledges and agrees that the conveyance requirement to the City is 61 square metres.
- (b) The Owner covenants and agrees that the conveyance requirement will be in the form of cash-in-lieu of parkland calculated at the rate of 10% of the gross land area in accordance with the Parkland Dedication By-law, being By-law No. 2022-280, as amended.

3. Cash-In-Lieu of Conveyance of Parkland

Prior to registration of the Site Plan Agreement, the Owner acknowledges and agrees to pay cash-in-lieu of conveyance of parkland as referenced in Schedule "B" herein. Pursuant to the City's Parkland Dedication By-law, being By-law No. 2022-280, as amended, 40% of said funds collected shall be directed to City wide funds, and 60% shall be directed to Ward 12 funds. The Owner shall also pay the parkland appraisal fee of \$820.00 plus H.S.T. of \$106.60, as referenced in Schedule "B" herein.

4. Notice on Title – On-site Parking

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands, at the Owner's expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and tenants of these matters. The notice on title shall include, but not be limited to, the following:

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that the unit being sold/rented will not be provided with any on-site parking. Should the purchaser/lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements will need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The purchaser/lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa, cannot be guaranteed now or in the future; and that the purchaser/lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.”

“The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands.”

5. **Noise Control Attenuation Measures**

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved **Environmental Noise Control Study**, referenced in Schedule “E” of this Agreement, as follows:

- (a) each unit **located on the southern façade** is to be fitted with a forced air heating system and ducting, and shall be sized to accommodate central air conditioning;
- (b) further to subsection (a) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands;

6. **Notice on Title – Noise Control Attenuation Measures**

The Owner acknowledges and agrees that a notice shall be registered on title to the subject lands **for all units located on the southern façade**, at the Owner’s expense. The Owner further acknowledges and agrees that such notice on title, or the clauses as written directly below, shall be included in all agreements of purchase and sale and lease agreements to inform prospective purchasers and

tenants of these matters. The notice on title shall include, but not be limited to, the following:

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

Type C – Forced Air Heating System and Ducting

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges being advised that this dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the purchaser/lessee will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

“The purchaser/lessee for themselves, their heirs, executors, administrators, successors and assigns, acknowledges and agrees it shall identify the location and install any outdoor air conditioning device(s) so as to comply with the noise criteria of the Ministry of the Environment, Conservation and Parks’ Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.”

Ending Paragraph

“The purchaser/lessee covenants with the vendor/lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands.”

And subject to the following General and Special Conditions, through Letter of Undertaking:

General Conditions

7. Execution of Letter of Undertaking

The Owner shall execute the City’s standard Letter of Undertaking and satisfy the conditions contained within this Delegated Authority Report. In the event the Owner fails to execute the required Letter of Undertaking, submit any required fees and/or securities within three (3) years, and attain permits, this approval shall lapse.

8. Barrier Curbs

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a

design professional, such drawings to be approved by the General Manager, Planning, Development and Building Services.

9. **Water Supply for Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

10. **Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

11. **Construction Fencing**

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Development and Building Services.

12. **Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Development and Building Services. Such sidewalk(s) shall be constructed to City Standards.

13. **Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Development and Building Services.

14. **Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Development and Building Services, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Development and Building Services for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Development and Building Services, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

15. Development Charges

The Owner shall pay development charges to the City in accordance with the by-laws of the City.

16. Permits

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Development and Building Services.

17. Works on City Road Allowances

Any Works required to be done by the Owner on City road allowances shall be according to the specifications and by-laws of the City. The Owner, or its contractor, shall be required to obtain all the necessary permits for road cuts prior to the disruption of the City road allowance and it is further understood and agreed that the aforementioned cuts shall be reinstated to the satisfaction of the Director, Infrastructure Services.

18. Video Examination

Video examination of storm and sanitary sewers 200mm or larger in diameter shall be required by the General Manager, Planning, Development and Building Services, at the Owner's expense, before final Acceptance or Approval of the Works.

19. Testing

The Owner may be required by the City to perform qualitative and quantitative testing, at the Owner's expense, of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement to determine whether they are in conformity with applicable standards as determined by the General Manager, Planning, Development and Building Services.

20. Provision of As-Built Drawings

The Owner shall supply to the General Manager, Planning, Development and Building Services, one set of mylar or plastic film as-constructed road, grading and service drawings including the location of all Works, certified under seal by a Professional Engineer, licensed in the Province of Ontario, for City records upon Acceptance and Approval of the Works. Furthermore, the Owner shall provide the As-built Drawings and the attribute data for the Works in a form that is compatible with the City's computerized systems.

Special Conditions

21. Professional Engineering Inspection

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Real Estate and Economic Development, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Real Estate and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

22. Waste Collection

The Owner acknowledges and agrees that garbage, recycling, and organic waste collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for garbage, recycling, and organic waste collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for garbage and/or recycling and organic waste collection.

23. Private Approach Detail

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Development and Building Services.

24. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the **Geotechnical Investigation** (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and

agrees that it shall provide the General Manager, Planning, Development and Building Services with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

25. Record of Site Condition

Prior to the issuance of any building permit, the Owner shall submit to the General Manager, Planning, Development and Building Services, and the Chief Building Official, a Record of Site Condition ("RSC") completed in accordance with the *Environmental Protection Act*, R.S.O. 1990, c. E.19, *O.Reg. 153/04* ("*O.Reg. 153/04*"), as amended, and such RSC shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site is suitable for the proposed use in accordance with *O.Reg. 153/04*. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by *O.Reg. 153/04* which shall be at the sole discretion of the Chief Building Official.

Where available information reveals that contamination extends into a City right-of-way and submission of an RSC is not possible, a building permit may be issued, at the sole discretion of the Chief Building Official, on a phased basis:

- (a) where the Owner has executed an off-site management agreement with the City to remediate the right-of-way and the site or;
- (b) where the Owner has completed remediation Work on the right-of-way to the satisfaction of the General Manager, Planning, Development and Building Services.

26. Protection of City Sewers

- (a) Prior to the issuance of a building permit, the Owner shall, at its expense:
 - (i) obtain a video inspection of the City Sewer System within Park Street prior to any construction to determine the condition of the existing City Sewer System prior to construction on the lands and to provide said video inspection to the General Manager, Planning, Development and Building Services.
- (b) Upon completion of construction on the lands, the Owner shall, at its expense and to the satisfaction of the General Manager, Planning, Development and Building Services:
 - (i) obtain a video inspection of the existing City Sewer System within Park Street to determine if the City Sewer System sustained any damages as a result of construction on the lands; and

- (ii) assume all liability for any damages caused to the City Sewer System within Park Street and compensate the City for the full amount of any required repairs to the City Sewer System.

27. Stormwater Management Memorandum

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Development and Building Services, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the designed roof-top scuppers and associated spill point elevations will be set equivalent to the top of the control weir of the approved roof drain elevation(s). The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Development and Building Services, and all associated costs shall be the Owner's responsibility.

28. Stormwater Works Certification

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Development and Building Services with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule "E" herein.

29. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top stormwater inlet control devices, as recommended in the approved **Site Servicing & Stormwater Management Report**, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

30. Off-Site Contamination Management Agreement

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Development and Building Services.

31. Environmental Site Remediation Program

The Owner acknowledges and agrees to implement an environmental site remediation program, as per the recommendations of the Phase II Environmental Site Assessment, referenced in Schedule "E" herein, involving the excavation and off-site disposal of all impacted soil and the pumping treatment or off-site disposal of all impacted groundwater, which is to be completed concurrently with the site redevelopment. The Owner acknowledges and agrees that

- (a) soils that are found to be contaminated, must be disposed, treated or recycled at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks;
- (b) groundwater found to be contaminated, shall be removed, managed and/or treated in accordance with the appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-law, being By-law 2003-514, as amended.

32. Site Lighting Certificate

- (a) In addition to the requirements contained in Clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
 - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES); and
 - (ii) it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Development and Building Services, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

November 1, 2024

Date



Andrew McCreight
Manager, Development Review
Central, Planning, Development and
Building Services

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-23-0038

SITE LOCATION

266 Park Street, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property, municipally known as 266 Park Street, is located in the Vanier neighbourhood on the west side of Park Street, north of Montreal Road. The property has an approximate frontage of 19.75 metres on Park Street, a lot depth of approximately 30.78 metres, and a total area of approximately 608 square metres. The existing use is a surface parking lot in support of a nearby commercial uses and the subject property abuts surface parking lots to the south and west, and a two-storey apartment to the north.

The surrounding area consists of a mix of uses. To the north, there are a variety of low-rise residential dwellings, ranging from single-detached dwelling units to low-rise apartments. The area east of the subject property along Montreal Road is primarily defined by the Montreal Road district, which is generally characterized by commercial uses and low to high-rise apartments buildings. The area to the west along Montreal Road primarily consists of commercial uses, and the area south of Montreal Road consists of residential ground-oriented dwelling units. The site is in proximity to bus transit stops on Montreal Road, as well as neighbourhood amenities and parks.

The development application proposes the redevelopment of the subject property to construct a three-storey low-rise apartment building, consisting of 18 dwelling units. The proposed development consists of four floors of residential units, including six two-bedroom units, eight one-bedroom units, and four studio units.

Building entrances are provided along the north, east, and south facades and five units are proposed in the basement level. All mechanical rooms and waste collection rooms are proposed to be contained within the building and 20 bicycle parking spaces will be provided in a dedicated bicycle storage room on the ground floor of the building. The bicycle storage room is proposed to be accessed from the provided 1.1 metre pathway, which provides access between the front and rear yards. A 110 square metre common outdoor amenity space is proposed through an outdoor courtyard space at the rear of the property. No vehicular parking is proposed on-site.

The infrastructure capacity exists, and connection will be made to Park Street.

Residential Units and Types

Dwelling Type	Number of Units
Apartment	18

Related Applications

The following applications are related to this proposed development:

- Zoning By-law Amendment – D02-02-23-0024

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed development is consistent with the policies for the Inner Urban Transect, and Mainstreet Corridor designation of the Official Plan. The proposed land use and height are respective of the neighbourhood to the north and represents an intensification of land within a Mainstreet Corridor which promotes alternative means of transportation and walkability within the Montreal Road District.
- The proposal aligns with the policies of the Montreal Road District Secondary Plan. The Central Sector policies contained within the Secondary Plan envision a scale of development less than other sectors.
- The proposed development implements a variety of the guidelines from the Urban Design Guidelines for Low-rise Infill Housing, including but not limited to contributing to an inviting, safe, and accessible streetscape (1.1), reflecting the desirable aspects of established streetscape character (1.2), landscaping the front yard (2.1), ensure new infill faces and animates the public street (3.1.1), reflecting the planned neighbourhood pattern through height, elevation, and location of entrances (3.1.2), designing infill to be rich in detail and enhance public streets (3.3.2), and ensuring that units relate to each other and the existing fabric on the street, but also with distinct identities (3.3.4).
- The proposal conforms to all relevant provisions of the Zoning By-law, including those specific to the TM3 [2939] zone, as per By-law 2024-109. The zoning by-law amendment (File D02-02-23-0024) permits a standalone low-rise apartment building with reduced rear yard setback and no vehicular parking requirements.
- Conditions of approval have been included in this report to ensure the proposed development is constructed in conformity with City policies.
- The applicant has adequately resolved the comment provided during the technical review processes.
- The proposed development represents residential intensification of an underutilized site within the Montreal Road District, in a manner than is respective to the surrounding neighbourhood while increasing housing stock, representing good land use planning.

PARKLAND DEDICATION

Parkland dedication, in accordance with By-law 2022-280, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

CONSULTATION DETAILS

Councillor's Comments

Councillor Stéphanie Plante was aware of the application related to this report.

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There were public comments received online and staff considered these comments.

Technical Agency/Public Body Comments

Summary of Comments – Technical

N/A

Advisory Committee Comments

Summary of Comments – Advisory Committees

N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was processed by the On Time Decision Date.

Contact: Jack Smith Tel: 613-580-2424, ext. 21786 or e-mail: Jack.Smith@ottawa.ca

Document 1 – Location Map



D02-02-23-0024
D07-12-23-0038

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REVISION / RÉVISION - 2023 / 04 / 20

LOCATION MAP / PLAN DE LOCALISATION
ZONING KEY PLAN / SCHÉMA DE ZONAGE
SITE PLAN / PLAN DE EMPLACEMENT



266 rue Park Street

