



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
PLANNING, REAL ESTATE AND ECONOMIC DEVELOPMENT DEPARTMENT**

Site Location: 4120 Russell Road

File No.: D07-12-22-0125

Date of Application: August 26, 2022

This SITE PLAN CONTROL application submitted by Jennifer Murray, Avenue31, on behalf of National Capital Business Park, is APPROVED as shown on the following plan(s):

1. **Site Plan**, Drawings No. A100, Prepared by Ware Malcomb, revision 5 dated 2023-02-17.
2. **Floor Plan**, Drawing No. A121, Prepared by Ware Malcomb, revision 5 dated 2023-02-17.
3. **Exterior Elevations**, Drawing No. A210, Prepared by Ware Malcomb, revision 5 dated 2023-02-17.
4. **Landscape Plan**, Drawing No. L.1., Prepared by James B Lennox & Associated Inc., revision 5 dated 12/23/2022.
5. **Landscape Details**, Drawing No. L.2., Prepared by James B Lennox & Associated Inc., revision 5 dated 12/23/2022.
6. **General Notes Plan**, Drawing No. C001, Prepared by LRL Engineering, revision 4 dated 01 JUN 2023.
7. **Erosion Sediment & Control Plan**, Drawing No. C101, Prepared by LRL Engineering, revision 4 dated 01 JUN 2023.
8. **Grading and Drainage Plan**, Drawing No. C301, Prepared by LRL Engineering, revision 4 dated 01 JUN 2023.
9. **Site Servicing Plan**, Drawing No. C401, Prepared by LRL Engineering, revision 4 dated 01 JUN 2023.
10. **Site Servicing Plan – McEwan Creek SWF Details**, Drawing No. C402, Prepared by LRL Engineering, revision 4 dated 01 JUN 2023.
11. **Stormwater Management Plan**, Drawing No. C601, Prepared by LRL Engineering, revision 4 dated 01 JUN 2023.
12. **Pre- Development Watershed Plan**, Drawing No. C701, Prepared by LRL Engineering, revision 4 dated 01 JUN 2023.
13. **Post –Development Watershed Plan**, Drawing No. C702, Prepared by LRL Engineering, revision 4 dated 01 JUN 2023.
14. **Construction Detail Plan**, Drawing No. C901, Prepared by LRL Engineering, revision 4 dated 01 JUN 2023.

15. **Roof Plan**, Drawing No. A109, Prepared by Ware Malcomb, revision 1 dated 2022-12-23.

And as detailed in the following report(s):

1. **Archaeological Impact Assessment**, prepared by Paterson Group, dated November 2019.
2. **Geotechnical Investigation**, prepared by Paterson Group, revision 1 dated January 6, 2023.
3. **Environment Impact Statement**, prepared by Kilgour & Associated LTD., dated March 30, 2020.
4. **Hydrogeological Study**, prepared by Paterson Group, dated December 16, 2022.
5. **Phase I Environmental Site Assessment Update**, prepared by Paterson Group, dated October 12, 2021.
6. **Phase I Environmental Site Assessment**, prepared by Paterson Group, dated October 7, 2019.
7. **Phase II Environmental Site Assessment**, prepared by Paterson Group, dated October 10, 2019.
8. **Stormwater Management Report and Servicing Brief – 4120 Russell Road**, prepared by LRL Engineering, revision 2 dated February 28th, 2023.
9. **Transportation Impact Assessment Memorandum**, prepared by Crozier Consulting Engineers, dated December 20, 2022.
10. **Transportation Impact Assessment Memorandum**, prepared by Crozier Consulting Engineers, dated February 27, 2023.
11. **Tree Conservation Report**, prepared by Kilgour & Associates LTD., dated March 4, 2021.
12. **Traffic Impact Assessment**, prepared by Novatech, dated May 2020.
13. **Technical Memorandum on Environmental Reports**, prepared by Kilgour & Associates Ltd., dated October 6, 2021.

And subject to the following Requirements, General and Special Conditions:

Requirements

1. The Owner shall submit a certificate of insurance in a form satisfactory to the City. The certificate of insurance must be issued in favor of the City of Ottawa in an amount not less than five million dollars per occurrence, must contain an endorsement naming the City as an additional insured and an unconditional thirty days notice of any material change or cancellation of the policy.

General Conditions

1. **Execution of Agreement Within One Year**

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 and complete the conditions to be

satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

2. **Prior to Site Plan Agreement**

The Owner acknowledges and agrees that all terms and conditions of the Site Plan Agreement between National Capital Business Park Limited Partnership and the City of Ottawa, registered as Instrument No. OC2492325 on May 19th 2022, are reconfirmed and are in full force and effect except as otherwise varied or amended in this Agreement. The Owner further acknowledges and agrees that the relevant portion of the Approved Plans referenced in Schedule "E" hereto shall supercede and replace and/or be in addition to, as the case may be, the relevant sections of the corresponding Plans contained in the previous Site Plan Agreement(s).

3. **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, Real Estate and Economic Development.

4. **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.

5. **Reinstatement of City Property**

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

6. **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, Real Estate and Economic Development.

7. **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, Real Estate and Economic Development.

8. **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, Real Estate and Economic Development, 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, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate and Economic Development 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, Real Estate and Economic Development, 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.

9. **Development Charges**

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

Special Conditions

10. **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.

11. **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, Real Estate and Economic Development.

12. **Private Access**

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City's Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

13. **Transit Pads and Shelters**

The Owner shall locate, design and construct, at no cost to the City, paved transit passenger standing areas/shelter pads and shelters to the specifications of the City.

14. **Slope Stability**

The Owner shall have a Professional Structural Engineer and a Soils Engineer, licensed in the Province of Ontario to inspect and confirm the constructed retaining walls have been constructed in accordance with the approved Slope Stability Analysis Report and the Approved Retaining Wall Plan.

15. **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 Report (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development 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, Real Estate and Economic Development.

16. **Spill Contingency and Pollution Prevention Plan**

The Owner shall, within six (6) months of signing this Agreement, develop and implement a spill contingency and pollution prevention plan, which plan, at a minimum, will include a set of written procedures describing how to prevent and/or mitigate the impacts of a spill within the area serviced by the Works:

- (a) the name, job title and location (address) of the Owner, person in charge, management or person(s) in control of the buildings;
- (b) the name, job title and 24-hour telephone number of the person(s) responsible for activating the spill contingency and pollution prevention plan;
- (c) a site plan drawn to scale showing the facility, nearby buildings, streets, catch basins and manholes, drainage patterns (including direction of flow in storm sewers), and receiving water course that could potentially be significantly impacted by a spill and any features which need to be taken into account in terms of potential impacts on access and response (including physical obstructions and location of response and clean-up equipment);

- (d) steps to be taken to report, contain, clean up and dispose of contaminants following a spill;
- (e) a listing of telephone numbers for local clean-up companies who may be called upon to assist in responding to spills, local emergency responders including health institution(s), and the Ministry of the Environment, Conservation and Parks Spills Action Centre;
- (f) Materials Safety Data Sheets (MSDS) for each hazardous material which may be transported or stored in the said building;
- (g) the means (internal corporate procedures) by which the spill contingency and pollution prevention plan is activated;
- (h) a description of the spill response training provided to employees assigned to work in the said building, the date(s) on which the training was provided and by whom;
- (i) an inventory of response and clean-up equipment available to implement the spill contingency and pollution prevention plan, location and date of maintenance/replacement if warranted; and
- (j) the dates on which the spill contingency and pollution prevention plan was prepared and subsequently, amended.

The Owner covenants and agrees to maintain the spill contingency and pollution prevention plan up to date through revisions undertaken from time to time as required by changes to the general operations of the site. The Owner further covenants and agrees to retain a copy of the spill contingency and pollution prevention plan in a conspicuous, readily accessible location on-site such that it can be used as a reference by employees assigned to work in the said building. The Owner further covenants and agrees that it will make available, for inspection and copying by City personnel, the spill contingency and pollution prevention plan.

17. **Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development, 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, Real Estate and Economic Development, and all associated costs shall be the Owner's responsibility.

18. **Inlet Control Devices (ICDs)**

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as recommended in the approved Site Servicing and 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.

19. **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, Real Estate and Economic Development 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.

20. **Water Demand for Fire Fighting**

The Owner acknowledges and agrees that the City’s boundary conditions were provided for the subject development site setting out the available municipal water supply. The Owner further acknowledges and agrees that prior to building permit issuance, a letter shall be prepared by a qualified Building Code professional, licensed in the Province of Ontario, and provided to the General Manager, Planning, Real Estate and Economic Development confirming the plans submitted for building permit issuance have incorporated any and all requirements of the Fire Underwriters Survey, 2020, or as amended, to achieve the low construction coefficient used within the proposed building design.

21. **Off-site Contaminants**

The Owner agrees that, within 6 months of registration of the Site Plan Agreement, enter into an Off-Site Contaminants Agreement, with the City to address the City’s concerns with respect to the off-site contaminants from the subject lands. The Owner acknowledges and agrees that no securities shall be released until such time as the Off-Site Contaminants Agreement has been fully executed by the Owner and the City, to the satisfaction of the City Solicitor, Legal Services.

22. **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, Real Estate and Economic Development.

23. **Water Plant**

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

24. **Access Easement to City**

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

25. **Private Storm Sewer Connection to City Stormwater Management Facility**

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing stormwater management facility until such time as either:

- (a) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- (b) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Real Estate and Economic Development.

26. **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);
 - (ii) and 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, Real Estate and Economic Development, 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.

27. **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.

28. **Cash-in-Lieu of Parkland**

Upon execution of this Agreement, the Owner shall pay cash-in-lieu of parkland in the amount of \$302,200.00 as referenced in Schedule “B” herein. The Owner shall also pay the parkland appraisal fee of \$800.00 plus H.S.T. of \$104.00, 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 10 funds.

29. **Street Name and Signs**

- (a) The Owner acknowledges and agrees it shall provide for and install, at its own expense, advisory signage as recommended in the approved Transportation Impact Assessment to mitigate the horizontal and vertical curvature of Last Mile Drive, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

30. **Rideau Valley Conservation Authority Permit**

The Owner acknowledges and agrees to obtain a permit from the Rideau Valley Conservation Authority under Ontario Regulation 174/06 "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation" under Section 28 of the Conservation Authorities Act (or as amended) for the removal/alterations to the watercourses on site.

31. **Stormwater Management Area-Specific Development Charge - New Non-Residential**

The Owner acknowledges that this Site Plan approval is for the development of 202,609.09 square feet of non-residential gross floor area and such development is subject to the Inner Greenbelt Ponds Area-Specific Development Charge for Stormwater Management Facilities, pursuant to the City's applicable Development Charges By-law. Upon execution of this Agreement, the Owner shall pay the Area-Specific Development Charge of \$147,904.57, as referenced in Schedule "B" herein and subject to indexing, for the above referenced gross floor area.

32. **Stormwater Drainage Easement**

Prior to the registration of this Agreement, the owner shall apply for and obtain an two (2) easements from the City of Ottawa at market value, at no cost to the City, both easements to be unencumbered 6.0 metre wide easements for stormwater drainage (one for the storm sewer outlet and a separate one for the emergency stormwater overland flow channel), as shown on the approved Site Servicing Plan, McEwen Creek SWF Details, C402 referenced in Schedule "E" hereto, if applicable, to the satisfaction of the City. The Owner acknowledges that all liability, maintenance, inspection, alteration, repair, replacements and reconstruction of the storm sewer outlet and the emergency stormwater overland flow channel within the easements is the responsibility of the owner. The Owner shall provide a Reference Plan for registration, indicating the Stormwater Drainage Easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

33. **Stormwater Drainage Easement Construction**

Notwithstanding condition number 32 above, and in consideration of the timing of construction, the owner may apply for and obtain, at no cost to the City, a Consent to Enter Agreement, to allow for temporary access to the Storm Water Management lands in advance of an easement being registered. The Consent to Enter Agreement will in no way negate the need for an easement(s), to pay market value for the establishment of such easement(s), and the owner will be required to remain responsible for the construction of the infrastructure within the lands.

August 15, 2023



Date

Lily Xu
Manager, Development Review, South
Planning, Real Estate and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-22-0125

SITE LOCATION

4120 Russel Road (to be known in the future as 1100 Last Mile Drive), as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject lands are in the southeast area of the Hawthorne-Stevenage Industrial Park, situated west of Highway 417 and Hunt club Road interchange. It measures a total of 61,154.7 square meters (6.1ha) in area.

To the north of the site there is heavy industrial development and to the east there is 1 of the NCBP with ongoing construction of an industrial building. The south of the site is an existing City of Ottawa stormwater management pond and beyond is mostly farm and rural land that form part of the National Capital Commission's Greenbelt. To the west of the site is the Hydro Ottawa main offices.

The proposed development is for a new industrial building of 18,823.00 square metre gross floor area with 65 trailer parking spaces, 150 regular parking spaces, and 14 bicycle parking spaces provided. The building will include a mix general warehousing, and loading areas, as well as office and administrative spaces.

Related Applications

N/A

DECISION AND RATIONALE

This application is approved for the following reasons:

- The subject site is designated Industrial and Logistics on Schedule B3 – Outer Urban Transect of the City's Official Plan. This designation permits traditional industrial uses such as warehousing, distribution, construction, light and heavy industrial, trades, outdoor storage and other uses requiring a range of parcel sizes.
- The subject site is zoned IH (Heavy Industrial Zone) which permits the proposed use. The proposed development complies with all relevant provisions of the Zoning B-law.

- The proposed development complies with the City’s applicable design and compatibility objectives of the City’s Official Plan. The site layout and design is an efficient use of the land and creates a pedestrian friendly environment by connecting the building to the street and to adjacent developments. The use of large windows and varying material, which in combination with landscaped enhancements, creates a pleasing building facade.
- The proposed site design represents good 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 Jessica Bradley 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 was no public comment received online.

Technical Agency/Public Body Comments

Summary of Comments – Technical

N/A

Advisory Committee Comments

Summary of Comments – Advisory Committees

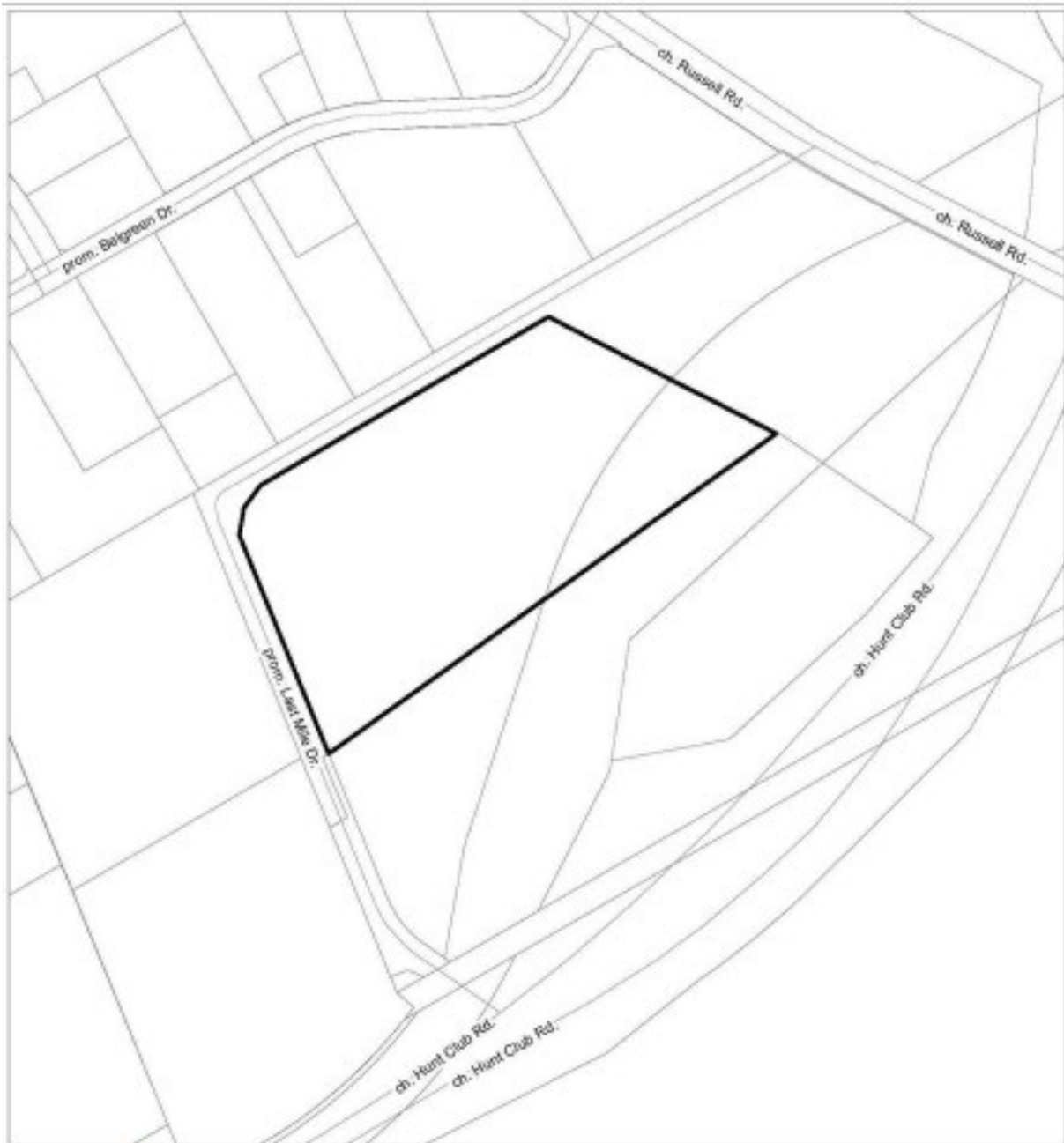
N/A

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date due to the number of reviews required.

Contact: Mélanie Gervais; Tel: 613-580-2424, ext. 24025 or e-mail: Melanie.Gervais@ottawa.ca

Document 1 – Location Map



LOCATION MAP / PLAN DE LOCALISATION
SITE PLAN / PLAN D'EMPLACEMENT

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REVISION / RÉVISION - 2022 / 09 / 15



Part of / Partie de 4120 ch. Russell Rd.

