



**Stantec**

2555 Ouellette Avenue Suite 100  
Windsor ON N8X 1L9

December 21, 2023  
File: 165620228

**Attention: Joseph Lepera, General Manager**

J & J Lepera Infrastructures Inc  
4405 7<sup>th</sup> Concession  
Windsor, Ontario  
N8V 0A7

Dear Joseph,

**Reference: Downtown Essex Center Streetscaping, Town of Essex**

Enclosed is the Certificate of Substantial Performance Part “A” for the above contract. This Certificate must be published in the Daily Commercial News or other approved publication. The 60 day-holdback period commences on the date of publication. Please provide proof of publication.

In addition, the following items are required prior to the release of the holdback:

- A written undertaking to complete expeditiously any outstanding work and to discharge all unfulfilled obligations.
- A Contract Release form (enclosed – return 2 completed copies)
- A Statutory Declaration RE Liens and Liabilities (enclosed – return 2 completed copies)
- A Statutory Declaration RE Payment of Accounts (enclosed – return 2 completed copies)
- A recent Certificate of Clearance from the Workplace Safety and Insurance Board.

If you have any questions, please call our office.

Regards,  
**Stantec Consulting Ltd.**

Clarence Jubenville, P.Eng.  
Project Manager  
Phone: 519 966 2250 ex. 241  
Fax: 519 966 5523  
clarence.jubenville@stantec.com

c. David McBeth – Town of Essex

ai/CJ

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# CERTIFICATE OF SUBSTANTIAL PERFORMANCE OF THE CONTRACT UNDER SECTION 32 OF THE ACT

Town of Essex

(Municipality in which premises are situated)

**(Part "A") Downtown Essex Center Streetscaping – Town of Essex**

(Street address and city, town, etc. or if there is no street address, the location of the premises)

This is to certify that the contract for the following improvement:

Part "A" – The work consists generally of the supplying of all materials, labour and equipment for the construction of a new 100 mm dia - 300 mm dia. watermain with service connections and appurtenances. Replacement of sections of storm sewers. Installation of concrete curb and gutter, base and surface asphalt pavement, Talbot Rd & Victoria Ave (Talbot to Thomas), concrete sidewalks, and brick pavers. Streetscaping installation of bollards, benches, bike racks and appurtenances, planters and plantings. Installation of a JUT, and streetlights.

(Short description of the improvement)

to the above premises was substantially performed on December 21, 2023  
(date substantially performed)

Date certificate signed: December 21, 2023



Clarence Jubenville, P.Eng.

(payment certifier)

Name of Owner: Town of Essex

Address for Service: 33 Talbot St South, Essex, Ontario  
N8M 1A8

Name of Contractor: J & J Lepera Infrastructures Inc.

Address for service: 4405 7<sup>th</sup> Concession, Windsor, ON. N8V 0A7

Name of payment certifier: Stantec Consulting Ltd.

Address: 100-2555 Ouellette Avenue  
Windsor, Ontario, N8X 1L9

(Use A or B whichever is appropriate) \_\_\_\_\_

A. Identification of premises for preservation of liens: \_\_\_\_\_

(where liens attach to premises, reference to lot and plan or instrument registration number)

B. Office to which claim for lien and affidavit must be given to preserve lien:

Town of Essex

33 Talbot St South, Essex, Ontario

**CONTRACT RELEASE**

IN THE MATTER OF a contract dated \_\_\_\_\_, 20 \_\_, known as  
Contract \_\_\_\_\_ of Project No. \_\_\_\_\_ for the construction of

in the \_\_\_\_\_, Ontario

completed for a Final Contract Price of \_\_\_\_\_

\_\_\_\_\_ ( \$ \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS THAT I/we

\*

for and in consideration of other good and valuable consideration paid by the Owner have remised, released and forever discharged, and by these presents do for myself/ourselves, my/our heirs, executors, administrators and assigns or successors and assigns, as the case may be, remise, release and forever discharge the Owner, its successors, assigns, employees and agents of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, claims and demands whatsoever at law or in equity which I/we ever had or now have, or which I/we or my/our heirs, executors, administrators or assigns or successors and assigns, as the case may be, hereafter can, shall or may have by reason of the above mentioned contract, save and except any claim which I/we have arising out of:

(1) the retention by the Owner of the maintenance security;

(2) any sum retained by the Owner against the cost of uncompleted work;

and

(3) \*\*

SIGNED, SEALED AND DELIVERED

\*\*\*

)  
)  
)  
)  
)  
)  
)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

- \* See Note 1 on back
- \*\* See Note 2 on back
- \*\*\* See Note 3 on back

**INSTRUCTIONS FOR COMPLETION OF CONTRACT RELEASE**

- Note 1. If the contractor is:
- (a) an individual, insert his full name
  - (b) a partnership, insert the full names of all partners and add "carrying on business under the name or style of (the partnership name)".  
Example: "John Smith and William Brown carrying on business under the name or style of Smith and Brown".
  - (c) a limited company, insert the full company name.

Note 2. If there are no further claims to be noted against (3), insert "NIL" or "NONE". If a claim is referred to, the \$ amount of the claim shall be stated.

Note 3. (1) Signatures

If the contractor is:

- (a) an individual, he must sign and seal the document
- (b) a partnership, two partners must sign and seal the document
- (c) a limited company, two senior officials of the company, such as President and Secretary, must sign stating their rank, and the Company seal must be affixed.

(2) Witnessing

Every signature by an individual or a partner in a partnership must be witnessed. One witness may witness several person's signatures on one document.

The witness signs to the left of the person whose signature is witnessed and if he is only one of several witnesses to different signatures should add after he has signed "as to the signature(s) of ..... " for example

William Brown	)	John Smith (seal)
as to the signature	)	
of John Smith	)	
David Griffith	)	Ian McKenzie (seal)
as to the signature	)	
of Ian McKenzie	)	

Note 4. The Owner will require two signed copies of this release to be submitted prior to the issuance of the Certificate of Completion.



STATUTORY DECLARATION  
RE LIENS AND LIABILITIES

DOMINION OF CANADA  
PROVINCE OF ONTARIO

IN THE MATTER of a contract, known as  
Contract \_\_\_\_\_ of Project No. \_\_\_\_\_  
entered into between

\_\_\_\_\_  
and \_\_\_\_\_  
on \_\_\_\_\_ 20 \_\_\_\_  
for the construction of \_\_\_\_\_  
\_\_\_\_\_  
in \_\_\_\_\_, Ontario.

TO WIT:

I, \_\_\_\_\_ of \_\_\_\_\_ in the  
Province of \_\_\_\_\_ do solemnly declare:

1. That I am \_\_\_\_\_ of the  
(president, secretary, treasurer, a partner etc.)  
Contractor named in the contract above mentioned and as such have personal  
knowledge of the facts herein declared.
2. That all persons who have performed any work or service upon or in respect of, or  
placed or furnished any material or things to be used in connection with the above  
contract, have been fully paid or their claims have been settled in respect of such  
work, service, materials or things and there are no liens, garnishees, attachments or  
claims relating thereto.
3. That all sub-contractors who were engaged in or in any manner associated with the  
performance of any part of the above contract have been fully paid or their claims  
have been settled in respect thereof except to the extent that monies (not exceeding  
in any instance 10% of the value of the work performed by the sub-contractor) have  
been held back by written agreement with any such sub-contractors.
4. That all sub-contractors who were engaged in or in any manner associated with the  
performance of any part of the above contract have discharged all liabilities which  
they incurred in respect thereof.
5. That all claims for damage to property or injury to persons of which the above named  
Contractor has received notice have been fully paid or settled.
6. That the above named Contractor has not had any notice of any grounds for a claim  
(other than those covered by para. 5 above) connected with this contract by a third  
party and for which a claim might be made and I believe that no such claim will be  
made.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act".

DECLARED before me at the )  
 )  
 of )  
 )  
 in the County of )  
 )  
 this day of )  
 )  
 A.D. 20 )  
 )  
 )

\_\_\_\_\_ )  
A Commissioner, etc. or Notary Public

**INSTRUCTIONS**

- 1. This declaration must be sworn before a Commissioner for Oaths, Notary Public or Justice of the Peace.  
  
The person making the oath signs at the right and the person before whom the oath is made signs on the left of the brackets.
- 2. The Owner will require two signed copies or alternatively the original and one photocopy of this declaration to be submitted with the Certificate of Completion. (See Section 33(c)(3) of the General Conditions).

**STATUTORY DECLARATION  
RE PAYMENT OF ACCOUNTS**

DOMINION OF CANADA	)	In the Matter of a Contract for the
	)	
	)	
PROVINCE OF ONTARIO	)	between the
	)	
	)	and
	)	
	)	_____
	)	_____
	)	_____ on _____ 20__
	)	
	)	in _____ Ontario.

TO WIT:

I, \_\_\_\_\_ of \_\_\_\_\_ in the  
Province of \_\_\_\_\_ do solemnly declare:

1. That I am \_\_\_\_\_<sup>1</sup>  
(president, secretary, treasurer, a partner, etc.)  
of the Contractor named in the Contract above mentioned as such have personal  
knowledge of the facts hereunder declared.
2. That all workmen employed by the said Contractor in the performance of the said  
Contract have been paid in full not less frequently than semi-monthly and up to and  
including the pay day immediately preceding the date of this declaration.
3. That the said Contractor has complied with the requirements of statutes and  
regulations of the Province of Ontario relating to the payment of fair wages and with  
the requirements of the said Contract relating to the payment of wages.
4. That, with the exception of the disputed accounts set forth in paragraph 5 hereof and  
amounts held back and payments deferred in written agreement, all liabilities<sup>2</sup>  
incurred by the said Contractor arising out of work performed up to \_\_\_\_\_,  
20\_\_\_\_<sup>3</sup>, as set out forth in the Monthly Estimate relating to Payment Certificate No.  
\_\_\_\_\_<sup>3</sup>, have been discharged.



**NOTE:**

- <sup>1</sup> In the Contractor's own interest, he should complete this declaration carefully and correctly. Mistakes or omissions will probably result in delayed payment. The declaration is to be submitted to the Consulting Engineer in duplicate together with each monthly progress claim (except the first one of the Contract) and must be **signed by the authorized signing officer** of the Contractor. Declarations signed by others will not be acceptable.
- <sup>2</sup> Including payments due to all Staff, Sub-Contractors, Suppliers, Workplace Safety and Insurance Board, Insurance Companies.
- <sup>3</sup> Except as required by paragraphs 2 and 3 hereof, it is not necessary for the Contractor to declare in respect of accounts relating to the work set forth in the latest Monthly Estimate **immediately preceding** the latest one.

5. That the following is a complete list of disputed accounts.

<b>Name of Creditor</b>	<b>Service Rendered</b>	<b>Total Claim</b>	<b>Amount in Disputes</b>	<b>Amount Paid</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>
<hr/>				

(If there are no disputed accounts, enter "NONE" above).

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act".

DECLARED before me at the \_\_\_\_\_ )

in the County of \_\_\_\_\_ )

this \_\_\_\_\_ day of \_\_\_\_\_ )

A.D. 20\_\_\_\_ )

)

\_\_\_\_\_

A Commissioner, etc. or Notary Public