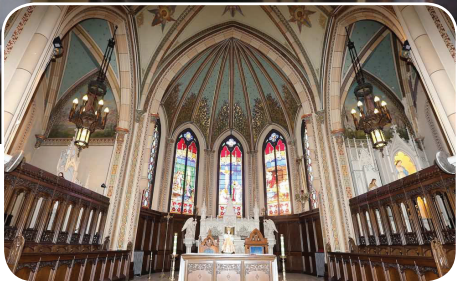
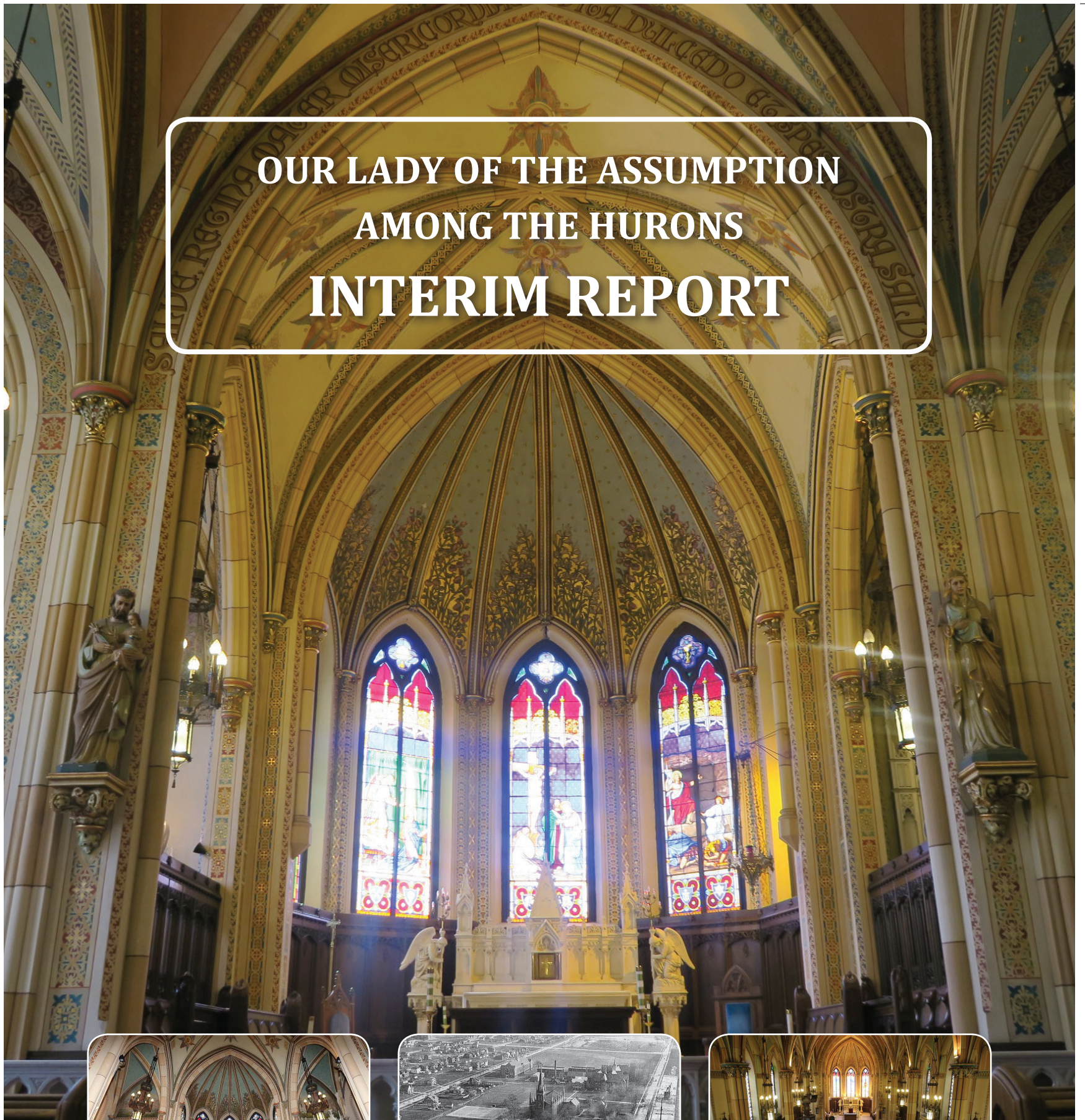


# OUR LADY OF THE ASSUMPTION AMONG THE HURONS INTERIM REPORT



Presented by: Paul L. Mullins, B.A., L.L.B.  
AUGUST 2018

## TABLE OF CONTENTS

Bishop Fabbro's Statement for Assumption Parish October 1, 2017

Executive Summary

Introduction Paragraph	1 - 10
Assumption Parish Background	11 - 29
The PMC Campaign	30 - 42
Assumption Heritage Trust Foundation	43 - 77
Restoration – Architect of Record	78 - 84
Restoration – Parking Lot Issue	85 - 95
Restoration – Heating Issue	96 - 108
Restoration – Asbestos Issue	109 - 111
Restoration – Emergency Leak Repairs	112
Restoration – Bell Tower Repairs	113 - 114
Project Manager	115 - 116
Transition of Campaign Oversight to Most Reverend Ronald Fabbro	117 - 155
PMC Campaign Financial Analysis and Results	156 - 184
The Suspension of the PMC Campaign	185 - 203
Agnew Team Campaign	204 - 223
Post Campaigns – 2014 to Present	224 - 236
Ontario Heritage Trust	237
Bishop Fabbro and Assumption Church	238
Looking Forward	239 - 246
Assumption Church and Assumption Parish Options	247
Next Steps	248 - 249



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Bishop Fabbro's Statement for Assumption Parish  
Windsor, Ontario  
1 October 2017

For years, the future of Assumption church has been an open question. My desire to resolve it has been a priority throughout this time, but I haven't succeeded. Recently, Mr. Paul Mullins, who practises law here in Windsor, and who may be known to some of you, approached me for a discussion regarding what is still the unanswered question in the minds of many people: What's going to happen to Assumption church? Mr. Mullins came forward to propose a way to arrive at an answer.

Most of you are aware of the two attempts to have fund-raising campaigns. When Mr. Mullins approached me with his idea for an analysis, I thought it worthy of consideration by a group of advisors including Fr. Maurice Restivo and people from the Diocesan Centre. This small group felt it would be good to look at the whole picture, including:

- the history of the fund-raising campaigns;
- their successes and failures; and,
- all the options open for providing pastoral care in the northwest section of Windsor.

An analysis, as proposed by Mr. Mullins, would include a thorough study of all these questions – and more that may arise – with as broad a group as possible to include all the stakeholders of Assumption parish:

- from parishioners to parish staff;
- from the city of Windsor to the county of Essex;
- from Assumption University to the University of Windsor; and
- whoever else can be identified as a “stakeholder” in the parish.

All of these need to be consulted, and their input sought, to make this analysis thorough and transparent.

With support from Fr. Restivo and the parishioners of Assumption parish, I have accepted Mr. Mullins' offer to undertake this independent analysis. It is my hope that this will lead to a definitive answer about the future of Assumption parish, its location, and buildings, and that we will finally have resolution to this long-term question. It is important for the well-being of this great historic parish that we find a solution that permits us to move forward. Mr. Mullins, by the way, will be offering his services without charge as a gift to the community and the diocese.

May the Holy Spirit guide all who participate in this process, and may the Blessed Mother, Our Lady of the Assumption, intercede for this important work!

## Executive Summary

The history of restoration efforts for Assumption church is complicated and contentious. What began as an honest attempt by the Diocese of London to facilitate fundraising for the costly restoration, which was beyond the financial capacity of Assumption Parish, became a process mired in conflict, miscommunications, and questionable business decisions.

The Diocese accepted the recommendation by Assumption Parish to retain Philanthropic Management Consultants, Inc. (PMC) to design and manage the fundraising campaign. The decision by the Diocese to enter into an agreement with PMC containing confidentiality provisions may have been a serious mistake. The creation of Assumption Heritage Trust Foundation was born out of distrust for the Diocese because of fear that the funds would be diverted to meet other Diocesan needs. It was headed by one of the principals of PMC. The terms of the contract with PMC were never disclosed to the volunteer Board of Directors of Assumption Heritage Trust Foundation.

The fundraising campaign morphed into a combined fundraising/restoration endeavour, contrary to the terms of the PMC Agreement with the Diocese. Communications with the Board members relating to the financial activities were carefully controlled by the president of Assumption Heritage Trust Foundation. The principals of PMC fostered a climate of mistrust and confusion between the Board of Directors of Assumption Heritage Trust Foundation and the Diocese, including Bishop Fabbro, that became irreparable.

All funds have been accounted for, but expenses were misrepresented, fundraising results were skewed and, when questioned by the Diocese on these matters, adequate answers were not forthcoming. Bishop Fabbro's directive to PMC for more transparency regarding the activities of Assumption Heritage Trust Foundation, and his insistence on compliance with other terms of the confidential PMC Agreement, was portrayed to the Board by PMC as evidence of Bishop Fabbro's lack of support for the restoration project. Word began to spread that there were disagreements between the Diocese and the fundraising campaign, which became a detriment to the fundraising efforts.

The letter of termination to PMC from Bishop Fabbro itemized breaches of the PMC Agreement including: lack of transparency; the disparaging of Diocesan officials including himself; refusal to comply with Diocesan Policies and Procedures; failure to provide details of donations; the inability of Assumption Heritage Trust Foundation to generate sufficient funds to support its operation; disappointing fundraising results; and, the ongoing costs of the campaign. Whatever money was flowing into the fund was not being spent judiciously, prudently or effectively. The Board was being presented with a rosy picture of a flush campaign when, in fact, the campaign was on the verge of insolvency.

Bishop Fabbro decided unilaterally to terminate the PMC Agreement and to suspend the campaign. The Board did not support this decision because the Board thought the campaign was on the verge of a great success. In fact, the campaign was in a deficit position and would have required a further

infusion of funds by the Diocese to continue its operations. In the end, even the Canada Revenue Agency threatened to revoke the Charitable Registration Number of Assumption Heritage Trust Foundation because its funds were being used primarily for fundraising rather than the charitable restoration work.

A renewed effort to revive fundraising for the restoration of Assumption church was met with great resistance from possible donors. Large, potential donations became mired in legal and due diligence issues. When the decision was made to close Assumption church for weekend celebrations, all fundraising efforts were discontinued.

Several options to save Assumption church have been identified in this report. For the sake of this historic structure, for the parishioners who have so faithfully fought for its renewal to its former glory, and for the community at large, there is great hope that one of these options will be successful.

# Our Lady of the Assumption Among the Hurons of Detroit

## Interim Report

### Introduction

1. The purpose of this report is to help find a solution for what is to happen to the iconic, historic Assumption church, which was built in 1842 in Sandwich, now the City of Windsor. Most Reverend Ronald Fabbro, C.S.B., Bishop of the Diocese of London, has expressed his hope that this will lead to a permanent answer about the future of Assumption Parish, its location and its buildings. It is my hope that this report will help to clarify the options that may be available for the long-term future of Assumption Parish and its two historic churches—Our Lady of the Assumption and Holy Name of Mary.
2. This independent analysis is being conducted pursuant to a statement that was delivered by Bishop Fabbro to the people of Assumption Parish at their 250<sup>th</sup> anniversary celebration on October 1<sup>st</sup>, 2017. Bishop Fabbro expressed his great disappointment at having failed to succeed in finding a solution for the future of Assumption church. He restated his resolve and his determination to continue to treat this problem as a priority.
3. This report is addressed to Bishop Fabbro, to the parishioners of Our Lady of the Assumption, to all those leaders of the community who stepped forward to contribute their time and talents in support of the effort to restore Assumption church, to those who contributed and pledged money, and to the larger community that continues to have an abiding interest in preserving this important icon of Canadian history.
4. I am pleased to acknowledge that I received the full cooperation from the Diocese of London, its administration and its staff as well as from Rev. Maurice Restivo, C.S.B., the current Pastor of Assumption Parish and from his staff. At the outset of this project, the Diocese provided an office for my use and seven banker boxes containing their complete record of the Assumption fundraising efforts. The parish of Assumption provided six banker boxes of records. The recollections and insights of everyone who had been involved have been very helpful.
5. I later determined that a total of 38 banker boxes of campaign materials and files had been turned over to the Diocese after the suspension of the campaign. Most of these contained supplies and marketing materials, which were eventually destroyed after the Diocese removed the relevant materials.
6. I am pleased to acknowledge the full cooperation I have received from all of the former Directors of Assumption Heritage Trust, which was a not-for-profit corporation established to facilitate the fundraising and restoration of Assumption church. Their disappointment and distress over the suspension of the Assumption Heritage Trust campaign is readily apparent. The desire of these volunteers, who donated their time and support to the restoration of Assumption church, remains strong.

7. Rev. Paul Walsh, C.S.B. and Rev. William Riegel, C.S.B., the two Pastors of Assumption Parish during the campaigns, contributed their recollections. Rev. Chris Valka, C.S.B. was the former Associate Pastor who worked extensively on outreach to the University of Windsor. He was the only priest serving at Assumption Parish before, during, and after the campaigns. All three priests have been important to this report.
8. Most Reverend Ronald Fabbro, C.S.B., Bishop of the Diocese of London and Most Reverend Anthony Daniels, Bishop of the Diocese of Grand Falls, have reviewed an early draft of this report and have provided their input.
9. John LaFramboise, the President of Assumption Heritage Trust and Principal of Philanthropic Management Consultants, Inc., the fundraising company hired to design and manage the fundraising campaign, spoke to me for 30 minutes by phone, and met with me for 3 hours. He provided his account of the events during the campaign. Jo-Anne Mancini, the President of Philanthropic Management Consultants, Inc., spoke to me for 10 minutes by phone, but declined to meet with me.
10. The information provided in this report may be disturbing, disappointing and/or upsetting to anyone who cares about the restoration of Assumption church. It is to be determined whether this report will clear the way for a new restoration effort. It is my hope that, at the very least, it will help to heal the wounds resulting from the prior futile attempts to save the Church.

## **Assumption Parish Background**

11. The original name, “Our Lady of the Assumption Among the Hurons of Detroit”, demonstrates the extraordinary history of this parish. Assumption Parish was established in 1767, 100 years before the establishment of Canada, and it precedes the political divide between Canada and the United States. This parish was established on land donated to the Catholic Church by the Huron people.
12. Bishop Fabbro, after consultation with his advisers, and Fr. Maurice Restivo, the Pastor of Assumption Parish, accepted the offer of a comprehensive, transparent, and independent analysis of the issues relating to the future of Assumption Parish.
13. This analysis will include the history of the fundraising campaigns, their successes, their failures, and all the options for providing pastoral care in the northwest section of the City of Windsor. It will include consultations with all the stakeholders of Assumption Parish, obtaining current estimates for updating both Assumption and Holy Name of Mary churches, and the potential for the re-purposing or joint use of the facilities/properties.
14. The current Parish of Assumption incorporates the boundaries of four prior parishes: St. Patrick and Holy Name of Mary, both of which closed in 2010 (although Holy Name of Mary church continued to have a weekend Mass until 2012), Blessed Sacrament, which closed in 2012, and Assumption, the original parish established in 1767.

15. As a result of these parish consolidations, Assumption Parish has two historic heritage churches within its boundaries. Both churches need restoration work. Assumption church is subject to an Ontario Heritage Easement for both the exterior and the interior. Holy Name of Mary church is subject to a historical designation from the City of Windsor.
16. In addition to the challenges caused by the amalgamation of these four parishes into the expanded Parish of Assumption, the relocation of weekend masses from Assumption church to Holy Name of Mary church has added further distress for the current parishioners of Assumption Parish.
17. Assumption Parish has several critical stakeholders. The first major stakeholder is the Assumption Parish congregation, which has several identifiable components. They include the long-term parishioners of Assumption Parish, the new parishioners from St. Patrick, from Blessed Sacrament, and from Holy Name of Mary Parishes. In addition, when weekend Masses were celebrated in Assumption church, a significant portion of the congregation was made up of Catholics who attended Assumption church even though they were resident in other parts of the city and the county. A final component was the University of Windsor staff and students who attended weekly services at Assumption church, especially the Sunday evening Masses.
18. The second and most fundamental stakeholder is the Diocese of London, which owns the church and is responsible for its maintenance, including the safeguarding of its historical heritage.
19. The third major stakeholder intimately associated with Assumption church and with Assumption Parish is the Basilian Fathers. The Congregation of St. Basil (C.S.B.) is a community of Catholic priests who focus on works of education and evangelization. They are commonly referred to as the Basilian Fathers. They have provided pastoral care for Assumption Parish since 1870, and continue to be an integral part of the parish life. They maintain Assumption University and they also provide outreach to the University of Windsor staff and students.
20. The fourth critical stakeholder is the Ontario Heritage Trust, a government agency that safeguards the heritage characteristic of significant historical buildings. The Ontario Heritage Trust was granted an easement on Assumption church in 1984 as part of a restoration campaign at that time. Among other provisions, this easement obligates the owner of Assumption church to obtain prior approval for any work related to the protected historical features of the church.
21. The University of Windsor had created a parking lot on Assumption church property which was adjacent to the law school and library. In 1999, when the University of Windsor lease expired, Assumption Parish assumed operation of the parking lot. The profits of approximately \$100,000 per year from the operation of the parking lot were committed to capital improvements in the church.
22. During the last 12 years, Assumption Parish has struggled through three capital campaigns to raise the money necessary to restore the historic Assumption church. In 2006 the Assumption First campaign was launched after a Condition Report detailed the extent of the restoration



work that would be required. A Conservation Committee made up of Assumption parishioners under the chairmanship of Thomas Killop ran the campaign.

23. On the recommendation of Assumption Parish, including the Conservation Committee, Philanthropic Management Consultants, Inc. was hired by the Diocese and the Parish in 2009 as professional fundraisers (the PMC Campaign). A not-for-profit Association called Assumption Heritage Trust Foundation was incorporated to assist in the fundraising and to oversee the restoration of Assumption church. This was a strategy designed to create local as opposed to Diocesan control of the campaign.
24. After Bishop Fabbro suspended the PMC Campaign, Rev. William Riegel, C.S.B., the Pastor of Assumption Parish, attempted to revive the capital campaign in 2013 by hiring a team of three local fundraisers (the Agnew Campaign). This effort was discontinued after 18 months under unfortunate circumstances.
25. One of the underlying themes that was evident throughout the course of this study was the long-held, and deeply ingrained belief that our local area and local churches are poorly served by the Diocese of London. The Diocese is perceived as distant, expensive, and unnecessary. In many respects, the Windsor area has not forgotten nor forgiven the decision in 1874 to move the seat of the Diocese from Assumption church to London. Since Assumption was the first church and the first parish in present day Canada to be established west of Montréal, many local Catholics continue to believe that we are entitled to be the seat of the Diocese or to be a Diocese of our own.
26. Although many observers may consider this sentiment to be exaggerated, it is not surprising when considered in the context of the ongoing effort of the Francophone community to preserve the French language and culture. The French Bishop, Rt. Rev. Pierre-Adolphe Pinsoneault (1856-1867), with the permission of Rome, moved the Episcopal seat of the Diocese of London from London to Sandwich. Bishop Pinsoneault was replaced by an Irishman, the Most Rev. John Walsh (1867-1889), who returned the Episcopal seat to London, again with the permission of Rome. Mayor Drew Dilkens, the mayor of the City of Windsor, advised me that there is an outstanding request to recognize the French Canadian origins of this region with a feature located in Assumption Park.
27. This feeling of alienation by the Windsor-Essex region is also reflected in civil society where it is commonly expressed by the axiom “The Province ends in London”.
28. The reality is that the Corporation of the Diocese of London is a large institution that owns all of the churches and facilities of every parish. The priests, the secretaries, the pastoral assistants, and the custodians all work for the Diocese. Although parishioners take pride in their own local church, and this is an important strength, it is essential to recognize that this does not mitigate the underlying legal reality. The Diocese is bound by all the rules and regulations relating to health and safety, labour laws, environmental laws, and civil liabilities. The Diocese is required by law to enforce all the rules and regulations that apply to large corporations. The Diocese has established policies and procedures to ensure that everything that takes place in its facilities complies with its legal obligations.

29. An analogy to explain the structure of the Diocese is that of a school board. The school board owns all of the schools and the school properties. All of the staff are employees of the school board. All of the laws, rules, and regulations that apply to the school board apply to every school within the system. The Board is obligated to enforce those rules and to live by the collective agreements that govern all of the staff. The ability for volunteers to undertake any maintenance or renovations of school properties is severely limited and cannot take place without the proper approval and safeguards.

## **The PMC Campaign**

30. When initial discussions took place related to the restoration of Assumption church, it was clear from the outset that, in spite of the parking lot revenues and the ongoing Assumption First campaign, it was beyond the resources of the local parish to raise the funds necessary for the major restoration work that was required.
31. It was also believed that the unique history of Assumption church had a broad appeal to the larger community outside of the Catholic Church. Assumption parish persuaded the Diocese that a fundraising campaign had a greater likelihood of success if it was run locally and not directed out of London.
32. The parish sought proposals from three fundraising companies. In response to the request for fundraising proposals, Philanthropic Management Consultants, Inc. (PMC) produced a feasibility/planning study report dated April 2009. This 40-page report contained the results of committee interviews and surveys conducted by PMC. It outlined recommendations that addressed leadership strategies, campaign strategies, organizational/professional strategies, and marketing strategies. It proposed that PMC would provide fund development expertise, project management expertise, financial expertise, data base support, and research support.
33. The Pastor of Assumption Parish at the time, Rev. Paul Walsh, C.S.B., and the various parish committees were quite impressed by the PMC proposal. The Diocese accepted the recommendation of the parish to retain PMC as the fundraising consultants.
34. On July 20, 2009, the Diocese of London entered into the Commercially Confidential Independent Contractor Agreement with PMC (the PMC Agreement). The PMC Agreement was signed on behalf of the Diocese of London by Bishop R. Anthony Daniels, Auxiliary Bishop of the Diocese of London, and by Rev. Paul Walsh, C.S.B., Pastor of Assumption Parish. It was signed on behalf of Philanthropic Management Consultants Inc. by Jo-Anne Mancini, CFRE, President, and John LaFramboise, CFRE Principal. (CFRE are the initials for "Certified Fund Raising Executive" and are issued by a not-for-profit fundraising organization.)
35. It was agreed that PMC would report directly to Bishop Daniels, who resided in Windsor. Bishop Daniels oversaw most of the first two years of the campaign on behalf of the Diocese. In March 2011, Bishop Daniels was appointed Bishop of the Diocese of Grand Falls, Newfoundland, and Most Reverend Ronald Fabbro, C.S.B. assumed direct responsibility for the campaign and the restoration project.

36. Bishop Daniels stated that he met directly with John LaFramboise and Jo-Anne Mancini on a weekly basis. Both he and his secretary reviewed all payments made during the campaign while he remained in Windsor. PMC did not have cheque signing authority any time during the campaign.
37. Bishop Daniels confirmed that there was friction and a lack of mutual trust from the beginning between John LaFramboise and the Diocesan financial staff. Bishop Daniels said John LaFramboise really emphasized that London had to be hands off. Bishop Daniels supported this, but he also said that the Diocesan staff were doing their job and he doesn't fault them.
38. It was Bishop Daniels' understanding that "Assumption Heritage Trust" was to be incorporated to oversee the fundraising and the restoration work. This was intended to separate the local campaign from the Diocese, but there remained a lack of clarity over who was really in charge. During the time Bishop Daniels remained in Windsor, he was able to bridge the gap between the Diocese, the local volunteers and PMC.
39. The PMC Agreement was a short, three-page agreement. It contained the following important excerpted provisions:

*"WHEREAS the Diocese has estimated the need to raise approximately \$10 million plus compensation and costs, to restore Our lady of Assumption Church in Windsor, for which it is necessary to engage a Philanthropic Consulting Firm;*

***Independent Contractor Services.*** (the "Services") to the Diocese as follows:

- a. *Design a comprehensive fundraising plan including critical dates and benchmarks that outlines the process to achieve the fundraising goal as detailed in Appendix A (5 Year Campaign Timeline);*
- b. *Facilitate ongoing refinement of the plan details and upon approval of the Diocese under the leadership of Most Reverend R. Anthony Daniels, coordinate, administer, provide training and implement the plan to raise the approximately \$10 million in cash and gifts in kind, plus compensation and costs, during the Term Of The Agreement;*
- c. *Provide Project Management services as referenced in Appendix B.*
- d. *Design, produce and provide all campaign materials;*
- e. *To assist & engage the staff required to implement the plans, including issuing receipts and other similar administrative tasks;*
- f. *Meet quarterly and provide quarterly written reports of the status of the capital campaign program.*

*PMC Inc. agrees to designate Jo-Anne Mancini, CFRE and John LaFramboise, CFRE to complete the Services and act as its representatives. PMC Inc. will report directly to the Most Reverend R. Anthony Daniels.*

***Compensation.*** *The Diocese shall compensate PMC Inc. for Services pursuant to this Agreement in the amount of \$20,000 CDN per month plus applicable taxes which is considered full payment for all campaign expenses other than as further noted in this*

*paragraph. Payment for Services shall be paid monthly in advance, on the 15th of each month of the Agreement. In addition the Diocese will reimburse PMC Inc. for reasonable extraordinary travel, business or entertainment expenses, provided that Most Reverend R. Anthony Daniels approves such expenses in advance and they are submitted to the Diocese for reimbursement within 30 days after they are incurred.*

**Term.** *This Agreement shall commence on June 15, 2009 and shall end on June 14, 2014, for a period of sixty (60) months, subject to the Termination clause. In the event the parties wish to extend or renew this Contract, they shall enter into a new written agreement ninety (90) days in advance of the completion date of this agreement.*

**Independent Contractor status.** *In the performance of the Services to be rendered under this Agreement, it is mutually understood and agreed that PMC Inc. shall be at all times acting and performing as an independent contractor...*

**Confidentiality and Proprietary Information.** *PMC Inc. and the Diocese acknowledge and agree to the following and shall cause individuals provided by PMC Inc. and the Diocese to acknowledge and agree to the following:*

- a. The Services and all documents relating thereto, including this Agreement and its terms, records, PMC Inc.'s report, and information provided by the Diocese and donors, are privileged and confidential. PMC Inc. and the Diocese agree to use due diligence in safeguarding such information and to prevent the unauthorized use or disclosure of such information.*
- b. That this agreement is confidential and cannot be disclosed without written mutual consent by all parties to this agreement except for the legal counsel and accountants of PMC Inc. and the Diocese. In addition the Diocese may disclose the terms of the Agreement to its advisors.*

**Compliance with laws, contractual obligations, policies and practices.** *PMC Inc. agrees to comply with all Diocese of London policies and practices. PMC Inc. agrees that it will not be involved in the construction, restoration or construction management or restoration management. In addition PMC Inc. will comply with all laws and honour all contractual obligations of the Diocese including, but not limited to, the easement agreement with the Ontario Heritage Trust."*

40. Confidentiality concerns are imbedded in the culture of the Catholic Church. This is understandable because of the sacred confidentiality required in the hearing of confessions, and also in the most private secrets that are shared by the faithful during their interactions with their pastors. Confidentiality is an incredibly important value. It can also be a serious weakness when it is applied in inappropriate circumstances.
41. Current standards for charitable giving have evolved to compel full disclosure of any expenditure related to the solicitation of charitable gifts. The confidentiality provisions of the PMC Agreement were contrary to this standard. It was a serious mistake for the Diocese to enter into a "confidential" commercial fundraising agreement because it prevented full accountability to the donors.

42. At no time were the Board members of Assumption Heritage Trust provided with a copy of the confidential PMC Agreement. They should have had this crucial document. This failure to disclose the terms of the PMC Agreement to the Board of Assumption Heritage Trust was the core reason for the lack of trust and the hostility that developed and continued to grow throughout the entire PMC Campaign. When Bishop Fabbro terminated the PMC Agreement on February 20, 2012, and suspended the campaign without prior notice or consultation with the Board, it served to confirm every negative, disparaging charge by PMC that had been levelled against the Bishop and the Diocesan officials.

### **Assumption Heritage Trust Foundation**

43. In order to create a separation between the Diocese of London and the new capital campaign being run by PMC, a decision was made to create a new not-for-profit corporation under the name of Assumption Heritage Trust Foundation. It was based on the rationale, promoted by PMC, that distancing the campaign from the Diocese would decrease costs by 40% and increase revenues by 40%. It would enhance the local nature of the campaign, and it would provide an avenue to solicit support from donors who would be unable or reluctant to contribute directly to a Catholic church.
44. Assumption Heritage Trust Foundation (“Assumption Heritage Trust”) was incorporated in January 2010, six months after the PMC Agreement had been signed. Since Assumption Heritage Trust was not yet in existence, it was not a party to the PMC Agreement.
45. There was a possibility that the not-for-profit company could help qualify the church for federal funding under a stimulus program based upon its strong heritage argument. It also applied for approval from the Canada Revenue Agency to obtain a charitable registration number so it could issue charitable donation receipts.
46. Many Assumption parishioners believed that the Diocese of London could not be trusted to undertake the fundraising campaign without diverting some of the money to London. They also believed the Diocese could not efficiently manage the restoration work that was required. A local Board of Directors would provide the oversight and generate the support needed to raise the funds. The restoration would be managed and implemented using local experts and contractors. It was believed that the management of the work by the Diocese of London and its preferred architect would create unnecessary costs.
47. PMC proposed a public relations strategy to elevate the status of Assumption church by having it registered with the National Historic Sites of Canada, by having it designated a historic site with the Government of Canada, and by petitioning the Vatican to have Assumption church designated “The Basilica of Our Lady of the Assumption”.
48. The PMC strategy for the fundraising campaign included the creation of an “Assumption Campus” on the grounds surrounding the church. This proposed Assumption Campus included: redesigning the parking facilities by removing the segregation between the church

and the University parking areas; the creation of a parish green between the parking lot and Assumption church; the creation of the Knights of Columbus Plaza between the front of the church and University Avenue; a Mothers Garden dedicated to mothers; a niche garden dedicated to Our Lady of the Assumption; a Sisters of the Holy Names Garden containing a pavilion; a second parish green; a Basilian Fathers Arbour Garden; a Peace Garden; a Children's Discovery Garden; an International Garden; a Heritage and Education Centre; an Orientation Kiosk with a gift shop; and an amphitheater.

49. The tax laws are a critical consideration for any fundraising effort. There is no tax benefit or incentive for a business/corporation to obtain a charitable donation receipt, but a business/corporation can expense payments for advertising or promotion. This makes naming rights attractive.
50. The fundraising goal was publicly advertised at raising \$9.6 million after all campaign expenses. The \$9.6 million figure was based upon a 2007 Condition Report completed by Allan Avis, an architect who often did work for the Diocese. The belief was asserted by PMC that the restoration work plus all of the Assumption Campus gardens and new facilities could be completed on the same \$9.6 million budget. This could be accomplished because the works would be managed and constructed using local experts, architects, and contractors. It was believed that this would eliminate the excess costs caused by having them controlled by the Diocese and under the direction of the "expensive" Allan Avis firm.
51. The Assumption Campus Plan was intended to generate support for the restoration of the church. An expectation was created that naming rights for the new gardens and facilities would generate monies greater than what would be required to create them. The excess monies would be used for the restoration work on the church building. It was believed that the Assumption Campus concept would generate great appeal for the entire restoration project.
52. Many of the parishioners were never convinced that the Assumption Campus Plan was viable. The cost of the campus concept was never verified. These parishioners were concerned that the monies raised would be directed to establishing the beautiful gardens rather than being used for the restoration of the Church.
53. The Assumption Campus Concept Plan did not provide for a new parish rectory, and there was no provision for a parish hall, which is a critical facility for parish life. These concerns of the parishioners were never satisfied.
54. On August 1, 2009, Assumption Parish transferred \$540,000 to Assumption Heritage Trust. These were funds it had accumulated over several years of fundraising efforts, including profits from parking lot revenues. This was used as initial start up funds for the PMC Campaign.
55. Assumption Parish was expected to contribute approximately 15% of the campaign target of \$9.6 million. It was recognized that Assumption Parish did not have the resources to contribute a larger amount.

56. Several community leaders were invited to serve on the Assumption Heritage Trust Board of Directors. Bishop Ronald Fabbro was appointed Chair and the following Directors were appointed: Bishop Anthony Daniels, Anne Winterbottom, Gerald Freed, Joseph Berthiaume, David Piche, Nancy Coldham, Gerard Kerr, Patricia Soulliere, Patrick Ducharme, and Reverend Paul Walsh C.S.B. Reverend Thomas Rosica, C.S.B., Reverend William Riegel, C.S.B., Tom O'Brien, and Brian Parent also served for short periods. Due to other commitments, Gerard Kerr resigned on June 21, 2011.
57. The first six months of the PMC Campaign produced exciting results. Many community leaders were recruited to serve as members of the Assumption Heritage Trust. A number of committees were established with volunteers recruited from among prominent and respected leaders. These committees included the Stewardship Committee, the Media Relations Committee, the Special Events Committee, the Major Gifts Committee and others.
58. Nationally known Canadian leaders were recruited to serve on an Honorary Cabinet and a Patrons Circle, which helped to demonstrate the broad support and national scope this important project enjoyed. It featured the Right Hon. Paul Martin, former Prime Minister of Canada, Maj. Gen. Richard Rohmer, Clifford Hatch, and others. This was seen as evidence of Assumption church having national significance far beyond the local parish church and far beyond the Windsor-Essex community.
59. At least 40 other community leaders agreed to serve as committee members. All of these volunteers joined because of their appreciation for the uniqueness and historic value of Assumption church, and because of their desire to preserve this incredible inheritance for the benefit of the community and the country. Most of these volunteers were not members of Assumption Parish. Many were not even members of the Catholic Church. Bishop Daniels and John LaFramboise were most persuasive in recruiting volunteers to serve on the Assumption Heritage Trust Board and its committees.
60. During the first few months after entering into the PMC Agreement in June 2009, the campaign transformed from a pure fundraising project into a combined fundraising/restoration project. It remains unclear and inexplicable to me why the Diocese allowed this to happen. The PMC Agreement precluded PMC from being involved in the construction or restoration project.
61. John LaFramboise and Jo-Anne Mancini, the owners of PMC, were retained to provide their services as fundraisers. They ended up becoming the Chief Executive Officer and the Budget Director of Assumption Heritage Trust, which was responsible for both the fundraising campaign and the reconstruction of the Church. It is impossible to determine when they were acting as the PMC fundraising service provider as opposed to when they were acting as the President and the budget director of Assumption Heritage Trust.
62. John LaFramboise stated quite emphatically that the Board insisted that he be appointed President of Assumption Heritage Trust. Diocesan officials and Jeff Baker, the lawyer for Assumption Heritage Trust, state the opposite. They say that John LaFramboise demanded that he be President. Several Board members agree that it was important for John LaFramboise to be President.

63. One difficulty I have had to resolve relates to the need to attribute certain actions to either John LaFramboise, President of Assumption Heritage Trust and Principal of PMC, or to Jo-Anne Mancini, Philanthropic Counsel to Assumption Heritage Trust and President of PMC. If the record is clear, I use their individual names. If the record is unclear, I use PMC.
64. Regardless of which of them is directly responsible, both John LaFramboise and Jo-Anne Mancini: were principles and owners of PMC; both signed the PMC Agreement and were familiar with its provisions; both were present at all Board meetings; both were familiar with the status of the finances of the campaign; both supported the reports, verbal and written, which were presented to the Board; and, both were obligated to ensure that the information given to the Board and its committees was accurate and complete. In these circumstances, silence is endorsement and confirmation of the information being provided. John LaFramboise and Jo-Anne Mancini are both fully and equally responsible.
65. PMC created three budgets called “Campaign Investment Budget”, “Foundation Administration Budget”, and “Restoration Program Budget”. PMC allocated expenses between these three budgets. None of these expenses were deducted from PMC’s \$20,000 monthly fee even though the PMC Agreement provided that *“the amount of \$20,000 CDN per month plus applicable taxes which is considered full payment for all campaign expenses...”*
66. When I questioned John LaFramboise about the three budgets and how the expenses were allocated between them, he said “Ask Jo-Anne”. When I asked Jo-Anne Mancini the same question, she said “Ask Bishop Daniels”. A number of Assumption Heritage Trust Board members commented about how hard it had been to get clear answers from John and Jo-Anne.
67. Many of the conflicts that arose between the Diocese and PMC related to the restoration component of Assumption Heritage Trust. Support by the parishioners for the fundraising effort also became diluted by restoration issues. Many parishioners became upset with the priority given to the parking lot rather than to restoration of the church.
68. The role of John LaFramboise as the chief fundraiser, combined with his position as President of Assumption Heritage Trust, created ongoing conflicts of interest. Even though John LaFramboise claims that he was acting purely as a volunteer when he served as President of Assumption Heritage Trust, this does not remove the conflict. When I advised some of the Board members that John LaFramboise stated that he was merely a volunteer as President of Assumption Heritage Trust, they reacted with disbelief.
69. The pursuit of charitable donation status for Assumption Heritage Trust created unnecessary delays, confusion, and extra costs compared to having charitable donation receipts issued directly by the Parish and/or the Diocese.
70. This transformation of the campaign into a combined fundraising/restoration endeavour was contrary to the specific provisions of the Confidential PMC Agreement that both PMC and Bishop Daniels had signed. By the time Bishop Fabbro assumed direct control, his attempts to enforce even the most basic provisions of the agreement were futile. Bishop Fabbro and his



administration, especially Dave Savel the Episcopal Director of Administrative Services, were disparaged by John LaFramboise to the Assumption Heritage Trust Board who continued to operate without the benefit of seeing the PMC Agreement.

71. By the time I had a meeting with John LaFramboise, I had already sorted through over a dozen banker boxes of campaign records and materials, and I had met with more than a dozen people who had worked on the campaign. I had been given a full range of opinions on his style, his character, his personality, his modus operandi and his reputation.

72. The Board members of Assumption Heritage Trust hold a wide range of opinions on John LaFramboise. Their comments ranged from:

“I liked the way he was so focused. He was not going to let anyone or anything stand in his way.”

“He was very professional and presented himself well when I accompanied him on solicitation visits.”

“The disrespect and harsh attacks he levelled against Bishop Fabbro during meetings was offensive and I spoke to him trying to get him to stop these outbursts”

“When Bishop Fabbro did not defend himself it made it appear that John’s allegations that the Bishop did not support the campaign were true.”

“It was impossible to get a straight answer from John.”

73. In my meeting with John LaFramboise, I found that he spoke in declaratory statements, which made it difficult to discuss issues with him. His views were expressed with absolute certainty. This applied to his belief that the campaign was successful, and it was prevented from achieving its goal solely because of the failure of Bishop Fabbro and the Diocesan administration to support and cooperate with the campaign. He accepted no responsibility and disputed that the campaign had failed.

74. When I complimented him for having successfully recruited so many community leaders as volunteers in the campaign, he quite proudly claimed that 42 people became involved as members of Assumption Heritage Trust and its many committees.

75. The PMC Agreement prohibited John LaFramboise from being involved in the reconstruction/restoration of Assumption church. When I asked how the campaign had been transformed from a pure fundraising campaign into a combined fundraising/restoration project, he said, “Ask the Bishop”.

76. When I asked how the expenses became allocated between the Foundation Administration Budget, the Campaign Investment Budget, and the Restoration Program Budget, he said “Ask Jo-Anne”.

77. When I asked how he could reconcile these allocations of expenses with the PMC Agreement, he asked “How many fundraising contracts have you seen?”. I found it difficult to obtain a direct answer from him.

### **Restoration: Architect of Record**

78. A committee of Assumption Heritage Trust invited proposals for an Architect of Record from nine architectural firms. It received four proposals and interviewed those firms. Allan Avis, the architect commonly used by the Diocese for historic restoration projects, and Studio g+G Inc., a Windsor firm, were seriously considered. The Studio g+G team impressed the Assumption Heritage Trust Select Committee with its proposal, with the expertise on its team, and the fact that it was a local firm. Studio g+G's fee was also less expensive.
79. In the interest of full disclosure, I acted for Jason Grossi decades ago when he incorporated Studio g+G Inc. and when he bought his studio. His mother was one of my legal assistants for many years.
80. The other architectural firm was Allan Avis Architects Inc., which is one of the six architectural firms that the Diocese uses on a regular basis. Allan Avis had prepared the 2006 Assumption Condition Report so he was familiar with Assumption church. He enjoyed the confidence of the Diocese when they were dealing with historical building issues. At the interview, Allan Avis presented his firm as being the only firm this side of Toronto that had the experience and that was qualified to do the restoration work that was required. This claim did not impress the committee and his fee structure was more expensive.
81. A more serious concern was the work on the prototype bay of the church that had been undertaken under the direction of Allan Avis two years earlier, in 2007. The purpose of this work on the prototype bay was to obtain a more accurate costing for the entire project by restoring this section as a test case. The prototype bay work was undertaken to ascertain the condition of the masonry walls as this can only be determined by opening up the walls. The condition of the building was worse than anticipated. The bricks were 5 layers deep, the wood headers were rotted, and the stone was fractured.
82. The original preliminary budget estimate of \$75,000 rose to a cost of \$250,000. There were significant delays in completing the work, which created concerns for the parishioners.
83. The Ontario Heritage Trust Easement Agreement required Ontario Heritage Trust to approve any restoration work. Their approval process caused many delays. On numerous occasions, the workers had to wait for the Ontario Heritage Trust experts to attend at the site and to give their approval. Parishioners were upset when it appeared to them that workers were just standing around from time to time. Significant delays were caused by the need to obtain stone blocks and have them cut and shaped for the limestone cornice.

84. Assumption Heritage Trust chose Studio g+G as the Architect of Record. It was expected that Studio g+G would work in conjunction with Allan Avis, the architect that was preferred by the Diocese for historic restoration projects.

### **Restoration: Parking Lot Issue**

85. Assumption Heritage Trust recognized the importance of the funds being generated by the parking lot. They believed these funds could be enhanced by converting the parking lot operation from a kiosk system as the gatekeeper to a Pay and Display system. It was expected that the elimination of the personnel required in the kiosk would reduce costs and increase net revenues.
86. Assumption Heritage Trust assumed the operation of the parking lot since the parking lot profits were already directed to the Church restoration. Questions were being raised whether all of the receipts were being accurately reported, or whether the theoretical “black bag” that held the cash receipts from the kiosk had a “hole in its bottom”. They raised parking rates by 60% from \$5 to \$8 to make them equal to the University rates.
87. The parking lot was in a state of poor repair. Assumption Heritage Trust was advised by Jason Grossi, the architect, that it was preferable to reconstruct the parking lot prior to work being done on the Church. There was a concern that vibrations caused by compacting the base for the parking lot could cause damage to the Church after it had been restored. A landing area was required for the heavy equipment needed to work on the Church even though there might be some damage to the surface asphalt during the Church reconstruction.
88. The parking lot was redesigned and reconstructed at a cost of over \$200,000. The segregated parish parking for 45 cars was eliminated.
89. The parishioners anticipated serious complications from the redesigned parking lot, which would create conflicts with users from the University of Windsor. The parishioners were upset when the kiosk was removed because of the difficulties created without someone controlling access to the lot and reserving space for parish office visits, funerals and daily Mass.
90. The Pastor and the staff of Assumption Church were unable to satisfy the complaints of the parishioners because they no longer controlled the parking lot. The parking lot issue caused many in the parish to lose confidence in the campaign.
91. John LaFramboise reported to the Assumption Heritage Trust Board that the revenues increased by over 30% in the first month of operation with the revised Pay and Display system. However, the revenues soon plummeted when the University users became aware that there was no effective mechanism to enforce the parking restrictions or to collect fines for failure to pay.
92. Many of the parishioners who were supporting the campaign, and making donations, were also upset that the money was being spent on the parking lot rather than on the work that needed to be done in the church. The Diocese also questioned this choice of priorities.

93. While there was a rationale to support the work on the parking lot being done at the beginning of the restoration project, it became a negative for the campaign's relationship with the parish.
94. Another major problem arose because of the parking lot issue. The work on the parking lot reconstruction, under the direction of Assumption Heritage Trust, was started prior to a contract being signed between the contractor and the Diocese. As the owner of the property, this exposed the Diocese to significant risks, and was contrary to the Policies and Procedures of the Diocese that apply to any work being done in any of the facilities owned by it.
95. Assumption Heritage Trust proposed that the cost of the parking lot renovations be allocated between the restoration campaign and parish capital improvements on a one-third/two-thirds basis. The Diocese refused to use the monies borrowed from the Diocesan Loan Fund since the loan had not been approved for that purpose. After the campaign was suspended, the contractor filed a lien to collect its outstanding invoice. The contractor's invoice eventually had to be paid by Assumption Parish.

### **Restoration: Heating Issue**

96. The parishioners of Assumption Parish expected that the first priority would be given to the work on the roof and the exterior of the Church. An unfortunate leak in a steam pipe prompted Jason Grossi, the architect, to recommend that the heating system upgrade be dealt with as an immediate priority.
97. On Good Friday, 2011, water was discovered above the confessional and the wall was wet. When an opening was created in the wall to find the leak, they discovered that the wall cavity was full of steam. A joint where three radiators were connected to the main steam pipe had developed a leak. The steam pipe connection was repaired. An updated heating system had been included in the restoration program, but this leak prompted the architect to address the heating system issue more quickly than planned.
98. A heating consultant was retained by Jason Grossi, the architect, and it was recommended by him that a radiant heating system was preferred over a forced air system. The size of the structure, its plaster, its woodwork, and its age made a forced air system unsuitable.
99. Cost estimates were obtained for the three alternatives: a steam replacement, a hot water conversion, and an electrified hot water conversion. A hot water system was preferred over the original steam system because it operated at a lower temperature and at a lower pressure. This would reduce the risk of leakage.
100. The heating consultant advised that the electric system would provide some additional benefits. It would eliminate the risk of water damage; it would provide a flexible zoning option; it would eliminate the maintenance costs of boilers, some pumps and pipes; it was considered more efficient than gas burners; and, it would decrease the cost of insurance.

101. All three options would comply with the requirements of the Ontario Heritage Easement because they retained the ornate radiators. I was unable to find any comparison of the operating costs of each alternative. Meeting notes record the statement that, regardless of which method was chosen, the heating costs would go down.
102. A contract was entered into with Ecorad in the amount of \$83,000. The conversion to electricity progressed smoothly and it was reported to the Assumption Heritage Trust that \$100,000 had been saved. However, it does not appear that the cost for Enwin to install a new service and transformer was factored into the cost. In the final report to Assumption Heritage Trust in June, 2012, the total restoration work identifies Heating Upgrade expenditures of \$193,091. I assume this includes the new 3-phase service and transformer that was required. The estimated cost to convert to hot water radiant heat was for this same amount.
103. Since the conversion to electricity, the heating costs have more than doubled to \$30,000 per year, after a rebate of approximately \$10,000. These higher costs are being incurred even though the Church is not being used and the temperatures are kept at a minimum level. In fairness, the decision to electrify the radiator system predated the significant escalation of the price of electricity.
104. Rosary Chapel, the adjacent sacristy area, the small basement, and the rectory have their own heat system. They are separate from Assumption church so these costs are additional expenses.
105. An even more disappointing and difficult problem resulted because the new system was unable, and continues to be unable, to generate the amount of heat required. Even on mild days in the winter, the temperature for the weekend celebrations averaged below 65°F (18°C), and during the colder days of winter could not get above 45°F (7°C). The parishioners would be seated as close as possible to the radiators around the perimeter of the Church trying to get warm.
106. In an attempt to provide adequate heat, the Pastor directed that the steam water system be reactivated. When this was attempted, it was discovered that water damage had been caused to the control system of the boiler. A water pipe located over the boilers had broken causing water to infiltrate the control panels. It appeared this break was caused by a pipe freezing when heat was no longer being provided to the boiler room after the conversion to electric radiators.
107. The steam boilers had been replaced in 2006 with new gas-fired, modular steam boilers capable of future conversion to hot water. There are only three solutions to the heating problem now: add more electric radiators (highly unlikely), replace the steam system, or convert to a hot water radiator system.
108. There is one further ongoing problem. The covering for the steam radiators has been removed so the radiators are now exposed. This creates a risk for anyone, especially children, who may touch the hot radiators.

### **Restoration: Asbestos Issue**

109. The steam pipes for the heating system are located in a crawlspace under the main body of the Church. There are a series of trenches in the dirt floor for easier access. The steam pipes had been clad with an asbestos blanket. This asbestos covering has deteriorated from age and has contaminated much of the area. In order to install and/or repair the heating system, an asbestos remediation program was required.
110. As a way to reduce costs, a partial remediation of the asbestos was undertaken. The loose, contaminated material was double bagged and removed through openings that were created in the floor of the church. The final report indicates that the cost was only \$25,095.
111. Access to the crawlspace under the church continues to be restricted because of the potential exposure to the hazard of the remaining asbestos. In order to restore either a steam or hot water system, the entire asbestos remediation would have to be completed.

### **Restoration: Emergency Leak Repairs**

112. A leak was detected in the upper corner of the southwest wall at the ceiling. This required an immediate response by the architect. During the repair of this problem, the condition of the stone and bricks around the perimeter of the roof prompted a decision to perform temporary measures to secure any loose limestone or bricks around the entire perimeter of the church. Temporary mortar, suitable for the purpose, was used to seal any openings and to “button up” the entire perimeter. These temporary measures were used to prevent any further water damage until such time as the permanent work could be completed.

### **Restoration: Bell Tower Repairs**

113. One other project was performed by Assumption Heritage Trust that directly related to the restoration of the Church itself. This involved the removal of almost six inches of bird droppings from the bell tower. The bell tower was then secured to prevent access by any more birds. The manual operation of the bell was restored and the non-functioning electronic device was disconnected. The electronic operation has now been reconnected because it is not feasible to have personnel available on an ongoing basis to ring the bell manually.
114. When the bell tower was being cleaned, a bell from the previous church was discovered. Assumption Heritage Trust used this discovery very effectively to generate support for the restoration project. Assumption Heritage Trust deserves full credit for having recognized the significance of this historic bell and returning it to a place of prominence.

## **Project Manager**

115. One of the major areas of disagreement between the Assumption Heritage Trust Board and the Diocese was the method to be used for the restoration work. The Diocese preferred to tender the entire project for a lump sum price. John LaFramboise and the Board believed that the work should be done by local contractors under the direction of a Project Manager. They were convinced that using local companies would result in substantial savings.
116. After considerable debate, the Diocese accepted the Project Manager process and the Collavino Group was approved. It is a well-known and well-respected local company. Unfortunately, there was little work undertaken prior to the suspension of the PMC Campaign.

## **Transition of Campaign Oversight to Most Reverend Ronald Fabbro**

117. When Bishop Daniels was appointed as the Bishop of Grand Falls effective March 21, 2011, the Most Reverend Ronald Fabbro, C.S.B. assumed the direct oversight of the PMC Campaign. Although the campaign had been underway for less than two years, there were already several issues with the campaign. Many of these issues were related to the failure of PMC to comply with requirements of the confidential PMC Agreement.
118. At a meeting held on March 11, 2011, which was called by Bishop Fabbro, a new working arrangement was outlined between the Diocese and PMC. This new working arrangement outlined in detail those items that were required for PMC to comply with the original contract. None of the Assumption Heritage Trust Board members were included in this meeting.
119. The requirements included: an accounting of all funds received to date; audited financial statements; prior approval for the payment of all invoices; pre-approval for any new studies or proposals; details of the membership and mandate of each committee; compliance with the Policies and Procedures of the Diocese; the execution of all contracts prior to the commencement of any work; and several other specific requirements.
120. PMC was not to discuss any matters related to the campaign directly with the staff of Assumption Parish. Any issues relating to the performance of Assumption Parish staff were to be dealt with directly with the Pastor and only in private. This restriction was imposed because of the abrasive manner in which John LaFramboise treated the parish staff, even bringing some to tears on occasion. It also emphasized that the concerns of the Bishop, the Diocese, and the Parish staff could not be dismissed or disregarded.
121. It is clear that the efforts of Bishop Fabbro were perceived by the Assumption Heritage Trust Board as the Diocese assuming control over what was intended to be a locally driven campaign. John LaFramboise fostered this belief by his repeated complaints.

122. The Assumption Heritage Trust Board saw this new assertiveness by the Diocese as a lack of respect for them, and as questioning their competence and integrity. They did not know that PMC was in contravention of critical provisions of the confidential PMC Agreement.
123. On another level, the campaign, at that time, was proceeding well with major events being held and/or planned to generate support and contributions. These included a reception for potential donors hosted at the Tayfour residence and a large gala that was being planned at Caesars Windsor.
124. Media reports were claiming that there were internal conflicts between the campaign and the Diocese. These reports had a negative effect on the morale of the volunteers and on the support for the campaign. These reports were disheartening, but they were basically accurate.
125. Not only was it upsetting to read about internal campaign issues, but the media reports focused on receipts and not on pledges which the Assumption Heritage Trust Board believed would provide a more balanced and fair assessment of the success being achieved.
126. Several Assumption Heritage Trust board members stated that John LaFramboise continually derided Diocesan efforts to enforce the terms of the confidential PMC Agreement and that he portrayed these efforts as showing a lack of support by Bishop Fabbro for the campaign. It is difficult to overstate the degree of animosity that developed between members of the Assumption Heritage Trust Board and the officials of the Diocese, including Bishop Fabbro.
127. John LaFramboise complained to the Assumption Heritage Trust Board that the Diocesan Policies and Procedures were causing unnecessary delays and costs to the project. The fact that the PMC Agreement required him to comply with these requirements was not known to the Assumption Heritage Trust Board of Directors. The Board tended to support the objections being made by LaFramboise.
128. The requirement of the Diocese that the Policies and Procedures be complied with by Assumption Heritage Trust and PMC was especially important to the administration of the Diocese. They had worked for years to develop these policies and they hoped to avoid many of the costly mistakes that had happened elsewhere over the years.
129. Bishop Fabbro was being asked for assurances from donors that the money they were donating was going toward the specific initiative they were supporting. An example of this concern was the Knights of Columbus pledge for the McGivney Plaza. Funds were being paid, but no work on the plaza was being done.
130. Bishop Fabbro insisted that he be provided with detailed accounting for each aspect of the campaign, including the purpose for which individual donations were being made and how they related to the specific expenditures being incurred. John LaFramboise argued to the Board of Assumption Heritage Trust that this would add unnecessary expense to the campaign. He claimed that it could cost an additional \$20,000-\$30,000 per year to comply with this demand.



The Board did not know that the confidential PMC Agreement required PMC to provide that information as part of PMC services. Again, the Board tended to support John LaFramboise.

131. When PMC prepared business plans for Assumption Heritage Trust, the funds generated by the Assumption First Campaign, the parking lot revenues, and the potential sales of St. Patrick, Blessed Sacrament, and Holy Name Of Mary churches were included as revenues of the Assumption Heritage Trust fundraising campaign. The PMC Agreement required the raising of \$9.6 million of new funds and did not contemplate that pre-existing assets of Assumption Parish would be credited to the PMC fundraising campaign.
132. The Board of Assumption Heritage Trust was disappointed when Bishop Fabbro disallowed these credits. They did not know the parameters of the confidential PMC Agreement. They saw these decisions by the Bishop as further evidence of his lack of support for the campaign. This allegation of lack of support was one of John LaFramboise's constant refrains according to virtually every Board member of Assumption Heritage Trust. He fostered the belief that the Bishop did not want to save Assumption church.
133. Very early in the campaign, on June 21, 2010, Rev. Paul Walsh, the Pastor of Assumption Parish, sent a five-page letter outlining the concerns of his parishioners. This letter was addressed to Bishop Fabbro, to Bishop Daniels, and to PMC, but not to the Board of Assumption Heritage Trust. The letter detailed the unhappiness with the campaign and the concerns of many of the parishioners including: the failure of the Assumption Campus Plan to address the need for a residence for the pastor and for a parish hall; the lack of transparency about the use of donors' money; and the priority being given to the parking lot rather than to the restoration work on the Church itself. None of these issues and concerns of the parishioners were being satisfied by PMC or Assumption Heritage Trust.
134. The parishioners could not understand where all of their money was going, and Fr. Walsh could not provide an accurate accounting to them. Father Walsh lamented his inability to disclose the provisions of the PMC Agreement because of the confidentiality provisions. This is one of many instances where the confidentiality provisions created an atmosphere of mistrust.
135. When John LaFramboise was appointed as President of Assumption Heritage Trust and acted as its CEO, the Assumption Heritage Trust Board did not know that this violated the confidential PMC Agreement where it stated, "PMC agrees that it will not be involved in the construction, restoration or construction management or restoration management".
136. When Assumption Heritage Trust was incorporated, it began incurring expenses for separate offices and staff in addition to those that were already required to be provided as part of the \$20,000/month fee under the PMC Agreement. Since the Board did not have the details of the PMC Agreement, they had no grounds to challenge these costs. They did not support Bishop Fabbro and his administration's concerns about all of these expenses. John LaFramboise and Jo-Anne Mancini did not disclose any conflict of interest when these matters were considered at the Assumption Heritage Trust meetings. John LaFramboise asserts that these costs were all approved by Bishop Daniels.

137. The Assumption Heritage Trust Board did not know that PMC's involvement in construction/restoration management was directly contrary to the provisions of the confidential PMC Agreement.
138. By the time Bishop Fabbro assumed direct control of the PMC Campaign, the fundraising and the construction/restoration work on the Church were so intertwined under Assumption Heritage Trust that it is hard to see how these two undertakings could have been separated.
139. When members of the Board of Directors of Assumption Heritage Trust were selected, it was primarily because of their community leadership abilities and their support for the restoration of Assumption church. They assumed that the Diocese had fulfilled the appropriate due diligence and had signed an appropriate contract with PMC. They saw their role primarily as an endorsement of the fundraising campaign to restore Assumption church.
140. The former Board members have confirmed that they were not provided with a copy of the confidential PMC Agreement. The Board of Directors minutes do not record any request to see the PMC Agreement or any questioning of what the specific terms of the agreement were. Some of the Board members became aware of the \$20,000 monthly payments, but relied on the Diocese to determine the entitlement.
141. The Assumption Heritage Trust Board established a Stewardship Committee that was mandated to oversee the restoration project and was also responsible for ensuring the integrity of the campaign relating to the solicitation and expenditure of donor funds. The Stewardship Committee established comprehensive policies to ensure the proper conduct of the campaign.
142. The Stewardship Committee interviewed proponents for the position of Architect of Record and for the position of construction management. They performed these tasks under the direction and guidance of John LaFramboise. They were unaware that the PMC Agreement related only to the fundraising campaign and that PMC was not to be involved in the construction project itself. John LaFramboise asserts that he was only a volunteer when he acted as President of Assumption Heritage Trust.
143. The Board of Assumption Heritage Trust relied on Bishop Fabbro and his administration for contract issues relating to PMC. Bishop Fabbro and the Diocese also operated on the premise that the PMC Agreement was their responsibility. When the Diocese had issues with PMC, they dealt directly with John LaFramboise and Jo-Anne Mancini without bringing the Assumption Heritage Trust Board into their confidence. This resulted in a high degree of mistrust and friction between Bishop Fabbro and the volunteers serving on the board of Assumption Heritage Trust.
144. No board can be expected to function effectively when they are not provided with all the information they need to fulfill their fiduciary duties. Both Bishop Fabbro, as Chair of the Board of Assumption Heritage Trust, and John LaFramboise, as President of Assumption Heritage Trust, had an obligation to provide the PMC Agreement to the Board of Assumption Heritage Trust.

145. When I spoke to Bishop Fabbro about this obligation he had as Chair of Assumption Heritage Trust, he was amazed that the Board did not have the PMC Agreement. He just assumed that they had it all along. This misunderstanding is understandable because his own direct involvement in the PMC Campaign increased gradually over time.
146. John LaFramboise and Jo-Anne Mancini were obligated to comply with the PMC Agreement and to avoid conflicts of interest. They continually failed to disclose or declare any conflict of interest.
147. John LaFramboise and Jo-Anne Mancini did not have cheque-signing authority for Assumption Heritage Trust, but they directed what payments should be made, including to themselves or their companies.
148. The payment for services was \$20,000 per month (\$1,200,000 for the 5-year campaign), regardless of the success of the campaign. Whether this was a good or a bad arrangement, the donors were certainly entitled to have this information.
149. After the charitable donation status for Assumption Heritage Trust was finally achieved in August 2011, Jo-Anne Mancini recommended to the Board that the agreement between the Diocese and PMC be assigned to Assumption Heritage Trust. She obtained a letter from Jeff Baker, the lawyer for Assumption Heritage Trust, which supported that recommendation. Jeff Baker advised me that he did not prepare or review the “assignment” document.
150. The Stewardship Committee accepted the recommendation to “assign” the PMC Agreement based upon a draft document that was provided by Jo-Anne Mancini. Notes from the meeting indicate that Jo-Anne Mancini stated that she was unable to provide the details of the original PMC Agreement because of its confidentiality. The new document: eliminated all of the details of the services that were to be provided by PMC; eliminated the obligation to comply with the Diocesan Policies and Procedures; reduced the potential bonus from 25% to 10%; omitted the restriction of PMC involvement in the reconstruction/restoration of the Church; and, extended the contract for an additional six months. The Stewardship Committee recommended that the Board accept this “assignment” without even seeing the original agreement. This was irresponsible and should never have happened. The Stewardship Committee should have been advised of the specific changes to the original PMC Agreement that were being proposed by PMC, and they should have asked for this information.
151. When the recommendation came before the Board meeting in October 2011, Jo-Anne Mancini stated that she was unable to provide the details of the original PMC Agreement because of its confidentiality provisions. Bishop Fabbro objected to the matter coming before the Board without proper notice. The confidentiality issue gave rise to the suggestion that the matter be referred to a select committee. The matter was deferred and became redundant with termination of the PMC Agreement.

152. The Board of Assumption Heritage Trust should not have been asked by PMC to approve the “assignment” without being provided with a copy of the original PMC Agreement. How could PMC recommend this document for approval by the Stewardship Committee without highlighting the way it was substantially different from the original PMC Agreement? Jeff Baker advised me that he was recommending the assignment of the PMC Agreement at the request of Jo-Anne Mancini, so that Assumption Heritage Trust would be a party to the agreement since PMC was being paid by Assumption Heritage Trust. Jeff Baker indicated that he had not prepared the document and had not reviewed it. He did not attend the Stewardship Committee Meeting when it was being considered. He did attend the Board meeting when the recommendation was brought forward.
153. Jeff Baker was the lawyer for Assumption Heritage Trust and acted on its incorporation. He was also the long-time lawyer for John LaFramboise, Jo-Anne Mancini, and for their companies, including Philanthropic Management Council, Inc. He indicated that he had declared a conflict of interest whenever an issue arose between PMC and Assumption Heritage Trust.
154. It is the obligation of the lawyer for any corporation to ensure that the members of the Board are fully aware of their obligations as board members, that they have copies of all relevant materials, and that they are made aware of any discrepancies between the reports being provided to them. Jeff Baker, the lawyer for Assumption Heritage Trust, should have examined all relevant documents himself because the Board was relying on his recommendation to assign the PMC Agreement.
155. An examination of the detailed accounts rendered by Jeff Baker to Assumption Heritage Trust Inc. identify over 300 docketed interactions between Jeff Baker and John LaFramboise and/or Jo-Anne Mancini over the course of the PMC Campaign. One of the weaknesses of Assumption Heritage Trust was its failure to obtain truly independent legal advice.

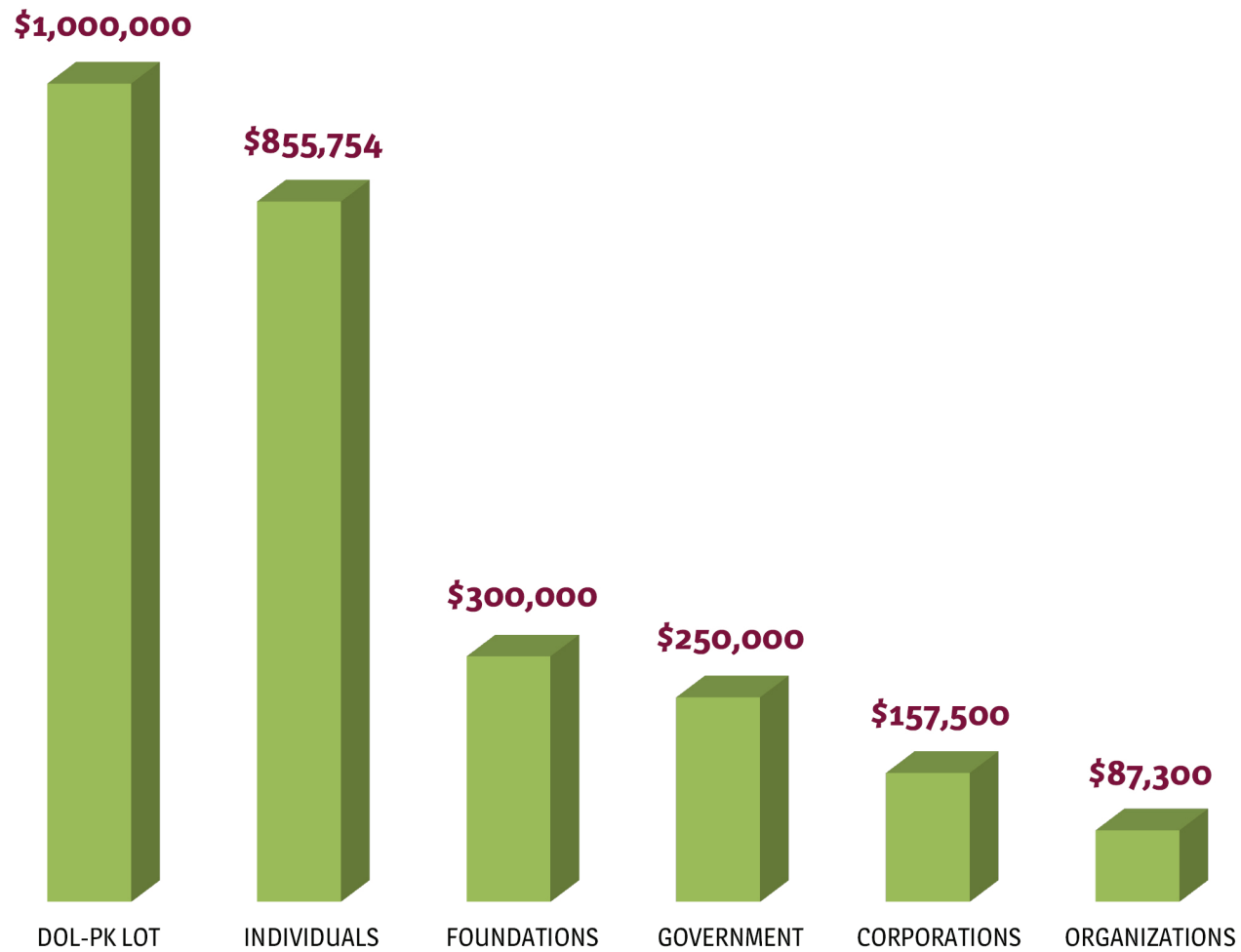
## **PMC Campaign Financial Analysis and Results**

156. The confidential PMC Agreement set a fundraising goal of approximately \$10 million plus compensation and costs. This was described publicly as a fundraising goal of \$9.6 million plus expenses.
157. There were repeated references by PMC in the Board and Committee minutes and materials that campaign expenses were being based on 4% of the campaign goal. The PMC Agreement actually provided for the payment of
- “\$20,000 CDN per month plus applicable taxes which is considered full payment for all campaign expenses other than as noted in this paragraph...In addition the Diocese will reimburse PMC Inc. for reasonable extraordinary travel, business or entertainment expenses, provided that Most Reverend R. Anthony Daniels approves such expenses in advance...”*

158. SCHEDULE "A" to the PMC Agreement contains the following provision: *"Develop an annual budget (for approval) (as per the approved policy) of 4% of the capital campaign goal."* This provision would also be consistent with the \$400,000 difference between the \$10,000,000 PMC Agreement goal and the public campaign goal of \$9,600,000. Expenses actually incurred were significantly higher than 4%, in addition to the \$20,000 monthly fee. The plain language of the PMC Agreement clearly stated that the monthly fee was "full payment for all campaign expenses". There may be some inconsistency in these provisions. The PMC reports to the Assumption Heritage Trust Board continually asserted that the campaign was "on budget and on target".
159. A Philanthropic Report was given at the Assumption Heritage Trust Board meeting on May 12<sup>th</sup>, 2011. In the report it is noted: *"(PMC Inc/Diocese of London Partnership Agreement Attached)"*. The attachment was only the Schedules "A" and "B" to the original PMC Agreement with the 4% provision highlighted. Both of these schedules had signing spaces for the Diocese and PMC, which made it appear that these were the actual PMC Agreement. This was very misleading because the body of the PMC Agreement was omitted and this was not made clear to the Board.
160. PMC proposed a 10-year business plan to the Assumption Heritage Trust Board for the development of the Assumption Campus Plan. The PMC Agreement with the Diocese was based on a 5-year campaign. The Assumption Heritage Board was not made aware of this inconsistency.
161. This elaborate Assumption Campus Plan was primarily a marketing tool. It was intended to create enthusiasm for the restoration project, and was expected to generate enough funds through naming opportunities to help cover costs of the Church restoration. In excess of \$65,000 was spent designing the Assumption Campus plans and preparing glossy renderings.
162. Reverend Paul Walsh, C.S.B., advised me that a prominent, successful, Catholic businessman was approached by Bishop Daniels three times to accept the position of co-chair of the PMC Campaign. He declined because he did not believe it had a viable business case and he did not think it could be successful.
163. There was never a budgeted amount prepared or submitted to Assumption Heritage Trust for the construction of these gardens and facilities. The PMC Campaign goal was never adjusted to provide for the cost of these elaborate gardens and the new buildings.
164. When PMC prepared the 10-year business plan for Assumption Heritage Trust, the plan included revenues received from the Assumption First Campaign, potential proceeds from the disposition of surplus properties of \$600,000, and \$1,000,000 from parking lot profits. No existing asset of Assumption Parish should have been included in the \$9,600,000 PMC Campaign goal.

165. I could find no discussion or record for the costing of the Assumption Campus Plan in any of the Assumption Heritage Trust Board or Committee meeting minutes or materials. It did not make any sense to me that the \$9,600,000 campaign for the church restoration could also cover the cost of this elaborate campus.
166. I eventually found a cost estimate dated August 4, 2009 in the amount of \$15,899,612. This estimate included the Church restoration plus over \$2,500,000 for the Assumption Campus gardens and buildings. When I showed John LaFramboise this estimate and asked how he could justify a campaign that aimed to raise only \$9,600,000, he said the figure of \$15,899,612 was “puffed up” for the government stimulus grant application. He also stated that all the work, including the restoration of the Church and Assumption Campus facilities, “could be completed for \$6,000,000”.
167. None of the materials I examined addressed the ongoing maintenance or operating costs for the Assumption Campus gardens and facilities. I have come to view the entire Assumption Campus Concept as a marketing fantasy.
168. PMC prepared budgets, which allocated expenses between Campaign Investment, Foundation Administration, and Restoration Program. The Board approved these budgets without realizing that many of the expenses being incurred and charged to Foundation Administration were the responsibility of PMC under the terms of their confidential PMC Agreement for services and for which they were being paid \$20,000 per month.
169. Assumption Parish provided the initial funds to finance the PMC Campaign in the amount of \$541,520. These funds had been accumulated over a period of years from the Assumption First Campaign and from the profits of the parking lot.
170. The Parish continued to transfer further monies as they were received from parking lot profits until Assumption Heritage Trust assumed control of the parking lot and it received the proceeds directly.
171. At the request of Assumption Heritage Trust, Assumption Parish received approval from the Diocese of London Loan Fund to borrow \$500,000. This loan was approved for the purpose of restoration work on the Church, including asbestos remediation, heating system upgrade, and completion of the prototype bay restoration, including the completion of the pinnacle that had been removed but not rebuilt. One of the unresolved disputes between Assumption Heritage Trust and the Diocese was the effort by Assumption Heritage Trust to have these loan proceeds used to pay for parking lot renovations rather than for the purpose for which the loan had been approved.

## Total Gifts & Pledges Committed **\$2,650,554**



\*Excerpted from the Final Report by PMC to the Assumption Heritage Trust.

172. The Assumption Heritage Trust Final Report prepared by PMC and dated June, 2012 cited as Achievements a grand total of \$2,650,554 for campaign Gifts & Pledges Committed:

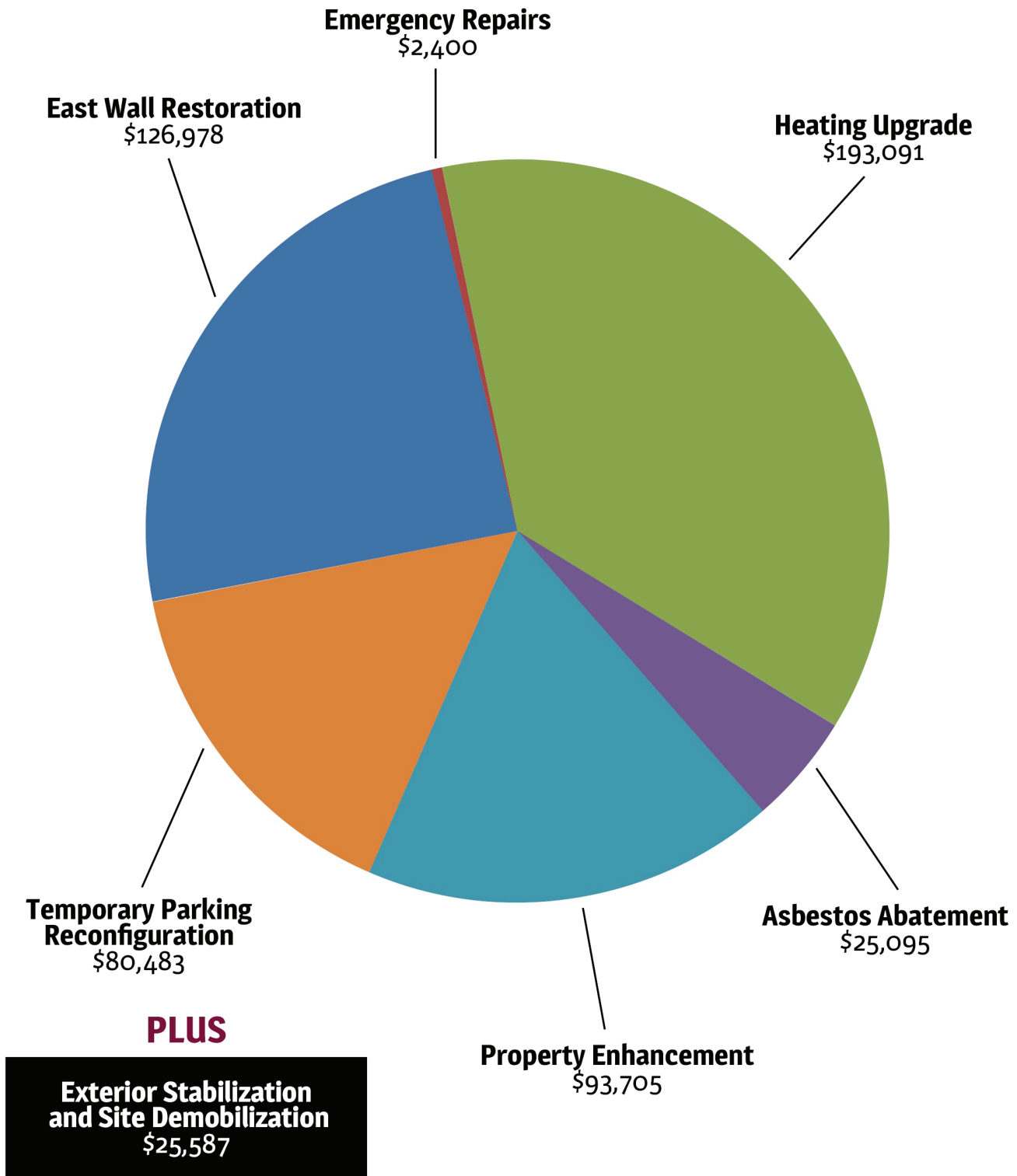
Parking Lot	\$1,000,000
Individuals	\$855,754
Foundations	\$300,000
Government	\$250,000
Corporations	\$157,500
Organizations	\$87,300
Total Gifts and Pledges Committed	\$2,650,554

The Parking lot revenues of \$1,000,000 is a 10-year projection of parking lot profits. Most of the \$855,754 of gifts and pledges by “Individuals” came from Assumption parishioners. Neither of these should be credited as Assumption Heritage Trust campaign accomplishments.

173. A summary of campaign receipts and expenses of Assumption Heritage Trust was prepared by the Diocese and Assumption Parish for the 2 ½ years of its operation (January 1, 2010 to June 30, 2012). It shows expenditures totalling \$1,906,203, receipts totalling \$1,455,592, for a loss of \$450,611. The Diocese of London and the Parish of Assumption shared the \$450,611 loss equally.
174. Assumption Parish contributed over \$1 million in four ways to Assumption Heritage Trust. They transferred all of their savings of \$540,000 at the beginning of the campaign. They transferred the ongoing parking lot profits throughout the campaign. The majority of the individual gifts and pledges listed above were made by Assumption parishioners. Finally, they paid \$225,000 to cover half of the losses from the PMC Campaign.
175. A review of campaign pledges, which totalled \$781,700, shows that only \$104,600 of the \$781,700 pledged was actually collected. The remaining pledges of \$677,100 were cancelled when the campaign was suspended. I understand that the pledges made by the Windsor Heritage Committee and the Windsor/Essex Community Foundation, totalling \$425,000, would still be available.



## Total Restoration Work \$521,752



\*Excerpted from the Final Report by PMC to the Assumption Heritage Trust.

176. The final report from Assumption Heritage Trust shows restoration work expenditures of \$521,752 itemized as follows:

Heating Upgrade	\$193,091
East Wall Restoration	\$126,978
Property Enhancement	\$93,705
Temporary Parking Reconfiguration	\$80,483
Asbestos Abatement	\$25,095
Emergency Repairs	\$2,400
Total	\$521,752

A substantial portion of these expenditures were soft costs (architect, engineering, master plan, etc.) as opposed to actual restoration work. The Assumption Parish assessment identifies only \$145,100 that they considered actual Restoration/Church Repairs.

177. The calculation of a fundraising campaign’s success traditionally includes both actual receipts and pledged amounts. I am advised that pledges are normally honoured. In this case, most of the pledges were cancelled because the campaign was suspended.

178. Even if the pledges had been paid as agreed over five years, the PMC Campaign would not have shown a surplus. Combined administration expenses alone were being incurred at the rate of over \$45,000 per month, which created a negative cash flow. These expenditures were being incurred faster than the receipts were being collected making the continuation of the campaign unsustainable.

179. In addition to the pledges that had already been received, there was a list of 38 individual and corporate potential donors that had been identified for \$2,420,000. This list is undated and does not show who had already been approached. Virtually all of these potential donors were based upon naming rights for the gardens and Heritage Centre. Only \$525,000 was directed to restoration work on the Church.

180. The Assumption Parish Finance Committee, which included Jason Grech, a Chartered Professional Accountant, and Sr. Lise Jolie, reviewed on a random basis payments made by the campaign and traced donations to banking records, with no exceptions noted. I am quite confident that the Diocese and the parish officials have prepared accurate summaries based upon their detailed examinations of the financial records.

181. I have not attempted to trace the revenues or expenses directly. Audited financial statements for Assumption Heritage Trust were prepared by Price Waterhouse Coopers and filed with the Canada Revenue Agency in accordance with regulations for not-for-profit organizations. Parish internal records are also audited every five years or when a new pastor is appointed.

182. There is no evidence of any missing, lost or stolen monies from the campaign. All of the monies have been accounted for. The question of whether the monies were spent judiciously, prudently and effectively is more problematic.
183. It took over a year to obtain the charitable donation number from Canada Revenue Agency. Since Assumption Parish was already a registered charity through the Diocese, this was a totally unwarranted expense. It created confusion because the application process took 18 months and donors could not get their receipts in a timely manner.
184. Based upon the Assumption Heritage Trust audited financial statements for the 2010 and 2011 year ends, the Canada Revenue Agency served notice of their intent to revoke the Charitable Registration Number because the majority of the donations were going to the fundraising expenses with relatively little going to the charitable works. The Diocese voluntarily surrendered the Charitable Registration Number.

### **The Suspension of the PMC Campaign**

185. The relationship between the Diocese and Assumption Heritage Trust continued to deteriorate after the meeting in March 2011 between Bishop Fabbro and PMC when new guidelines for the campaign had been established by the Bishop.
186. Rev. Thomas Rosica, C.S.B., President of the Salt and Light Media Foundation (and television network), had served throughout the campaign on the Communications Committee. He was dismayed at how Bishop Fabbro was being denigrated and disparaged by John LaFramboise. He could not comprehend how someone could speak so badly about the person who had hired him. He had urged Bishop Fabbro to fire John LaFramboise two years earlier than he did.
187. By the time Bishop Fabbro terminated the PMC Agreement, there were over 40 community leaders engaged in the campaign who believed it was on the verge of a great success. There was a gala planned at Caesars with at least 20 tables presold. Over \$2,650,000 potential donors/pledges had been identified, based upon reports being provided by PMC. As noted above, this claim included parking lot and Assumption First Campaign receipts.
188. The Final Report claimed that \$22,000,000 in “asks” were prepared and presented.
189. The decision by Bishop Fabbro to terminate the PMC Contract was taken unilaterally by him the day before the scheduled board meeting of Assumption Heritage Trust on February 21, 2012. The Board had not been consulted in advance.
190. The unilateral decision by Bishop Fabbro to terminate the PMC Agreement, and to suspend the PMC Campaign, caused great disappointment, anger, and dismay among the Assumption Heritage Trust Board members, and among a large number of donors and supporters, which continues to this day.

191. Contrary to the reports being provided to the Board by PMC, the PMC Campaign was in financial distress and did not have the cash flow to support its continuing operation. Bishop Fabbro had attempted to work with PMC, but PMC continued to ignore the requirements of its contract with the Diocese or to abide by its terms.
192. The Board of Assumption Heritage Trust, except for Reverend Thomas Rosica, C.S.B., did not agree with Bishop Fabbro's assessment of the campaign, his assessment of the performance of PMC, and of John LaFramboise as President of Assumption Heritage Trust. They strongly believed that the PMC Campaign was on the verge of a great success.
193. All of the Board members, with the sole exception of Rev. Thomas Rosica, C.S.B., objected to and rejected the decision by Bishop Fabbro to terminate the PMC Agreement and dismiss John LaFramboise as President of Assumption Heritage Trust. Unfortunately, the Board did not have all the information they needed to understand the situation completely. They perceived the decision by Bishop Fabbro as a rejection of their own good counsel and his lack of trust in them.
194. The Board members were offended by the unilateral nature of the decision and were concerned that it would reflect badly upon their own reputations. They were also concerned that they might be exposed to legal liabilities from donors who had already contributed to the campaign.
195. The letter of termination from Bishop Fabbro to PMC itemized several breaches of the PMC Agreement: the lack of transparency; the disparaging of Diocesan officials including himself; the refusal to comply with Diocesan Policies and Procedures; the failure to provide details of donor donations in a way that demonstrated compliance with the specific item the donor had designated; the inability of Assumption Heritage Trust to generate sufficient cash flow to support its operation; the disappointing fundraising results which fell well below expectations and contrary to the assurances that had been repeatedly expressed by PMC; and the ongoing cost of the campaign. The Bishop concluded that the relationship with PMC was breached beyond repair.
196. Based upon all the information that is now available to me, it is clear that the decision by Bishop Fabbro to terminate the contract with Philanthropic Management Consultants, Inc., and to suspend the PMC Campaign was the correct decision. Asking for the resignation of John LaFramboise as President of Assumption Heritage Trust was also warranted.
197. When I met with John LaFramboise and showed him the 250<sup>th</sup> anniversary statement by Bishop Fabbro, his first comment after reading the statement was "The PMC Campaign had not failed. Bishop Fabbro killed it".
198. At the end of our meeting, when I asked if it was still possible to have a successful campaign to restore Assumption church, his answer was "Yes it was, but not until Bishop Fabbro was fired". This view was at least consistent with the view he expressed throughout the campaign that Bishop Fabbro was opposed to restoring Assumption Church and had not supported the campaign.

199. Could the approval and support of the Board of Assumption Heritage Trust been obtained if they had been consulted in advance by Bishop Fabbro? It is unlikely unless they were provided a copy of the confidential PMC Agreement.
200. Should Bishop Fabbro have cancelled the PMC Agreement sooner, in March 2011, when he met with PMC to set out the new working arrangements that would apply? Should he have accepted the advice of Rev. Thomas Rosica, C.S.B. to fire John LaFramboise at that time? To have cancelled the campaign shortly after Bishop Fabbro had assumed direct responsibility, without attempting to get it back on track, would have been premature. The engagement of the community was too great. The desire of the community to save the incredible heritage of Assumption church was too strong. Bishop Fabbro hoped that the campaign could still succeed.
201. The PMC Agreement specifically excluded PMC from running a combined fundraising/restoration project. There was nothing in the PMC proposal that would have indicated that they had the background, expertise or experience to direct such a major heritage restoration project.
202. The recruitment of board members based upon their prominence in the community, and whose presence would enhance and endorse the fundraising project, was not necessarily the skill set required to oversee the restoration itself.
203. When the PMC Campaign transitioned from a fundraising campaign into a combined fundraising and restoration project, it created multiple misunderstandings and complications. Adherence to the original intent and terms of the PMC Agreement could have avoided much of the conflict. Full disclosure of all the terms of the PMC Agreement could have created more harmony between Bishop Fabbro and the Assumption Heritage Trust Board members.

### **Agnew Team Campaign**

204. After the Philanthropic Management Consultants, Inc. campaign (The PMC Campaign) had been suspended in June 2012, Rev. William Riegel, C.S.B., the Pastor of Assumption Parish, was determined to revive the fundraising effort the following year. Fr. Riegel made the commitment that this new fundraising “was going to be entirely different. The parish will be in complete control of all monies, which will be restricted to the parish and dedicated only for renovations.”
205. A new team of parishioners was established to oversee the campaign. Fr. Riegel solicited the assistance of a team of three local fundraisers, who were well known for their community support—Ed Agnew, Amanda Gellman and Kim Spirou (the Agnew team). They were not parishioners but they shared a strong belief in the importance to the community of restoring Assumption church. All three work pro-bono for many local charities.
206. Ed Agnew is a long-time City of Windsor advocate who fought to save many heritage buildings and had many friends who attended Assumption church. Amanda Gellman lives in the neighbourhood and attends an Anglican church. She has many friends and neighbours who

attend Assumption church, and she is well connected to the University of Windsor. Kim Spirou is a practising Catholic. Her son and her uncle's family are very active in Assumption Parish.

207. The initial contract provided for the payment of \$9,000 per month. When the contract ended after 9 months, the Agnew team continued to work on a pro-bono basis because they did not want to give up on saving the church and because they believed they had accomplished their goal of raising \$10 million.
208. The focus of the Agnew team was on major donors. They encountered very strong resistance from many people they approached who were soured as a consequence of the PMC Campaign. However, they were able to obtain pledges from several donors.
209. On October 3, 2012, Al Quesnel dropped in unannounced at the Parish office and left a cheque for \$1,250,000. On Nov. 11, 2013, a private luncheon to honour the generous gift from Al Quesnel was held in the Freed Orman Centre. The luncheon was hosted by Most Reverend Ronald Fabbro, C.S.B., Bishop of the Diocese of London, and Rev. William Riegel, C.S.B., the Pastor of Assumption Parish. At the luncheon, Al Quesnel increased his pledge to a total of \$3,500,000.
210. Following the luncheon, one of the attendees anonymously pledged \$3,500,000 to match the Quesnel pledge. Campaign materials for a goal of \$10,000,000 were designed and approved by the Diocese. This anticipated the need to raise a further \$3,000,000.
211. An updated condition report determined that the amount required to complete the restoration was \$13,000,000, an increase of \$3,000,000. At that point, both donors increased their pledges to \$5,000,000 each.
212. Unfortunate events took place after Al Quesnel had made his initial donation and before any further pledged funds were advanced. Al Quesnel was charged with serious criminal offences arising out of an altercation with an expatriate who Al Quesnel had befriended and who was visiting at his residence. These charges resulted in a criminal trial by jury. Al Quesnel was acquitted of the serious charges after video from a security camera demonstrated that the complainant's allegations did not happen. Al Quesnel received an absolute discharge when he was found guilty of a minor charge of mischief for breaking a windshield in a car.
213. After the charges had been laid, the Diocese postponed the acceptance of any additional funds from Al Quesnel until the charges had been decided. The decision by the Diocese to postpone the acceptance of further gifts from Al Quesnel, pending the completion of the legal proceedings, was a major setback for the campaign.
214. However, on Sept. 2, 2014, the Agnew team sent a letter to the Diocese confirming that the anonymous donor had made an increased pledge totalling \$10,000,000 in order to ensure that Assumption church could be saved. This was offered as a Legacy Gift as a tribute to the donor's mother, to his sister and to his deceased best friend. This donor was anonymous to the public but his identity was known to the Diocese, the pastor of Assumption Parish, and the Agnew Team.

215. The \$10,000,000 pledge from the anonymous donor was offered in a complicated structure that included a Letter of Credit. Advances were dependent on work completed as certified by the architect. If default occurred on the Letter of Credit for any reason, the Diocese would still be liable for the payments to the contractors. In that case, the Diocese may not have had the necessary funds to pay the contractors or to complete the work.
216. There were other unresolved issues in relation to the anonymous donor. The size and nature of the donation (Letter of Credit) compelled the Diocese to undertake an extensive due diligence process. Ultimately, the proposed donation was withdrawn before the Diocese was able to have their concerns satisfied.
217. Feeling a lack of respect, support, and appreciation from the Diocese in response to their pledges, both Al Quesnel and the anonymous donor withdrew their pledges, much to the dismay of the parishioners and the Agnew team.
218. The fundraisers continue to believe that the offer of \$10,000,000 was completely legitimate and that the Diocese dealt with their due diligence in an insensitive and excessive manner. A review of the facts, as I understand them to be, satisfies me that the caution exercised by the Diocese in this instance was prudent and well justified.
219. Al Quesnel requested the return of the \$1,250,000 donation to his charitable foundation because the restoration of the church, the intended purpose of the gift, was not proceeding. He accepted the repayment of \$1,021,000 since a portion of the original donation had already been spent on Assumption Church.
220. Subsequent to the return of his donation, Al Quesnel continued to demonstrate extraordinary generosity. He donated \$120,000 to St. Alphonsus Parish and \$1,500,000 to St. Anne Parish for the restoration of their historic churches. He has also donated to many local charities, including \$1,000,000 to the Downtown Mission, \$200,000 to the Residence for Young Men, \$150,000 to the Kiwanis Sunshine Point Camp, \$500,000 to Transition to Betterness, and \$500,000 to In Honour of The Ones We Love. He has continued his charitable work by supporting many worthy causes in Canada and has since donated \$4,000,000 to projects in Haiti.
221. The decision on how to respond to the \$10,000,000 donation was made by Bishop Fabbro in consultation with his senior advisors and Fr. Don McLeod, C.S.B., the former administrator of Assumption Parish. They were also provided with a legal opinion setting out a number of factors for their consideration. The way the PMC Campaign ended with such controversy may have influenced the advisors to be overly sensitive in their cautionary approach.
222. A person's reputation is one of his/her most precious assets. Reputational risk is a major risk that concerns all individuals, as well as institutions. The controversies that characterized the Assumption Heritage Trust fundraising campaign and restoration efforts created a high degree of reputational risk for the Diocese regarding any decisions relating to any new sources of funding.

223. The Agnew team believe that their goal of raising \$10,000,000 had been realized and that the Diocese forfeited this opportunity to advance the reconstruction of Assumption church. The Diocese formally ended all the fundraising campaigns in the summer of 2014 when the decision was made to hold the weekend celebrations at Holy Name of Mary church. A letter was sent to the Agnew Team directing them to discontinue their pro-bono fundraising efforts on behalf of Assumption Parish.

### **Post Campaigns - 2014 to Present**

224. Beginning in the fall of 2014, Assumption church was closed by Bishop Fabbro for the celebration of Mass on weekends because of the failure of the new heating system. This created more controversy and more distress for the parishioners and for supporters of the dream of restoration.

225. Rumours abounded as to why Assumption church was closed. The two most common rumours were that the church was unsafe, or that Bishop Fabbro and his advisors had wanted to close the church all along.

226. The safety concern was that some of the brick and stone around the perimeter of the roof was unstable and could fall on pedestrians causing severe injury. Steel fencing had been installed to address this concern. The Diocese had actually obtained an opinion from Allan Avis dated May 23, 2013 that, *"we are not aware of any structural or building envelope concerns that would impose restrictions on normal use of the facility as a worship site."*

227. The primary reason for moving the Assumption Parish weekend celebrations to Holy Name of Mary church, or the McEwan site of Assumption Parish as it is now called, was the failure of the heating system to provide adequate heat. Solutions to the heating problem have been identified, but no decision has been made and no cost has been determined.

228. Canon Law requires that a church that is officially open (i.e. it has not been canonically closed) must be open to the public on its feast day. Many parishioners could not understand how Assumption church could be safe enough to celebrate its feast day annually, but was unsafe for weekend Masses.

229. A formal complaint by some parishioners was lodged with Rome against Bishop Fabbro challenging his decision to close Assumption church. The appeal was disallowed because the official status of Assumption church has not changed.

230. The Assumption Parish finance report for December 31, 2017 shows operational revenues of \$488,275 with expenses of \$665,761, creating a deficit of \$177,486. This loss is offset by a parking lot surplus of \$220,205. This results in an overall surplus for the parish of \$42,719.

231. Assumption Parish has a positive balance of \$902,830 on deposit with the Diocese. The Basilian Fathers donated \$250,000 of these monies for a parish outreach program. Assumption Parish is committed to use that gift for its intended purpose.



232. The parking lot surplus is a critical source of revenue. However, major reconstruction to the parking lot in the areas not addressed during the PMC Campaign are estimated to be \$350,000 for work required to be done now, and a further \$250,000 for work over the next five years.
233. The closure of either church would not completely eliminate the operational deficit of \$177,486. Utilities (\$64,972) and insurance (\$39,196) expenses totalling \$104,168 would be reduced substantially, and yearly repairs, which averaged over \$85,000 each of the last two years, would likely be reduced after the restoration of either church.
234. Updated Condition Reports for both churches, dated May 15, 2018, have been completed by Allan Avis Architects Inc. No one, including Allan Avis, expects that the new estimates will be accepted without careful analysis, review, and validation. A peer review needs to be undertaken by another firm that has the required expertise and experience in the restoration of heritage buildings. Allan Avis expects and welcomes such a review, and he looks forward to cooperating with this process.
235. Since realistic and credible estimates are so fundamental to any decision about the future of Assumption Parish and its churches, Bishop Fabbro and Reverend Maurice Restivo have agreed to a peer review of the Allan Avis Condition Reports. Another architectural firm experienced in the restoration of heritage buildings is being retained. It is expected that this peer review will be completed by October, 2018. Both reports will be released simultaneously at that time.
236. Cindy Prince, a Land Use Planning Consultant, is preparing a demographic analysis. This analysis will help identify the present and future demographic characteristics of Assumption Parish. This knowledge will help to identify the long-term pastoral needs of Assumption Parish.

## **Ontario Heritage Trust**

237. Ontario Heritage Trust monitors the condition of any property subject to a heritage easement and performs periodic inspections. The following are excerpts from the Heritage Easement Monitoring Report dated June 25, 2018:

*Assumption Church is subject to an Ontario Heritage Trust easement agreement that protects "...the historical, architectural, aesthetic and scenic character and condition of the exterior of Assumption (including the Sacristy and Rosary Chapel) situated on the Property together with such interior architectural features, including - the inner shell of Assumption, comprising the floor, walls, windows (including glass, leading and tracery)".*

*The property was last monitored in 2014. Issues noted at the time include stained, spalling and cracked brick and stone around perimeter, masonry damage along the sacristy wall, deteriorating roof shingles, and interior water damage to the plaster.*

*(2018 Report)*

**Exterior - General Comments:**

*The exterior of the property is in poor condition. The scaffolding and fencing are still on site...The continuous deterioration of the brick cannot be mitigated due to the lack of funds available for repair. The Rosary Chapel is in good condition.*

**Interior - General Comments:**

*The interior of the sanctuary is in fair condition.*

**Summary of Conservation Priorities**

*Note: This is not exhaustive but details the most pressing concerns with the property.*

- *All ivy should be cut at the root, left to dry and then carefully removed from building to prevent damage to the masonry.*
- *Reconnect and repair downspouts to avoid water accumulation along foundation walls and further algal staining.*
- *Monitor the spalling brick and stone cornice on all elevations for further deterioration. Repair as necessary.*
- *Damaged bricks should be replaced as necessary with new bricks that match the original in compressive strength, absorption rate, colour, dimension and texture.*
- *Loose paint should be carefully scraped from wood surfaces. The wooden elements should be repaired and repainted as necessary.*
- *Open and deteriorated mortar joints should be repointed with an appropriate lime-based mortar*
- *Monitor de-icing process to ensure better care of brick work along used entrances.*
- *Monitor interior plaster and interior cracks for further deterioration. Repair plaster as necessary.*

## **Bishop Fabbro and Assumption Church**

238. During the course of this study I have been asked whether Bishop Fabbro really wants to save Assumption church. A number of people have stated outright that they do not believe Bishop Fabbro wants to save Assumption church. The records I have examined show the following:

- *Years before the PMC Campaign Bishop Fabbro decided that the net parking lot revenues would be committed to the restoration of Assumption church;*
- *Bishop Fabbro agreed to retain PMC for a \$9.6 million fundraising campaign based upon the recommendation of Assumption Parish;*
- *Bishop Fabbro agreed to forgive the Holy Name of Mary debt to the Diocese in the amount of \$600,000, which had been assumed by Assumption Parish;*

- Bishop Fabbro agreed to the incorporation of Assumption Heritage Trust to facilitate a locally driven fundraising campaign;
- Bishop Fabbro agreed to support the Assumption Campus Concept as a strategy for the fundraising program;
- Bishop Fabbro agreed to the appointment of Jason Grossi as the Architect of Record based upon the recommendation from the Assumption Heritage Trust Board;
- Bishop Fabbro agreed to accept the recommendation of the Assumption Heritage Trust Board for a Construction Management process for the restoration work on the church. The preferred process commonly used by the Diocese was a lump sum contract, which would shift the risk to the contractor;
- Bishop Fabbro agreed to attend and did attend every event that was organized by Assumption Heritage Trust as part of the PMC Campaign;
- Bishop Fabbro authorized a \$500,000 loan from the Diocesan Loan Fund to support the restoration work on the church;
- Bishop Fabbro made concerted efforts to work with John LaFramboise after Bishop Fabbro assumed direct control of the PMC Campaign from Bishop Daniels;
- Bishop Fabbro donated \$100,000 from the Diocese to support Assumption Parish, which the parish decided to devote to the 250th anniversary celebrations.
- Bishop Fabbro has continued to ensure the ongoing maintenance of Assumption church while its ultimate future is being studied;
- Bishop Fabbro has persisted in his support of Assumption Church notwithstanding numerous personal attacks that were levelled against him both during and after the PMC Campaign;
- Bishop Fabbro has not canonically closed Assumption church;
- Bishop Fabbro has supported this independent analysis of the fundraising campaigns for the restoration of Assumption church;
- Bishop Fabbro ensured that Diocesan staff and Assumption Parish staff provided full cooperation by making all of their records available for this independent review;
- Bishop Fabbro has invited options to be presented to him for his consideration based upon all the facts that this process can provide.

People can judge for themselves whether Bishop Fabbro supports the restoration of Assumption church.

## Looking Forward

239. Bishop Fabbro's statement on October 1, 2017 for the 250<sup>th</sup> Anniversary of Assumption Parish recognized that all the stakeholders of Assumption Parish need to be consulted and their input sought. These included: Assumption parishioners and parish staff; City of Windsor and County of Essex; Assumption University and University of Windsor; and whoever else can be identified as a "stakeholder" in the parish.
240. In order to have meaningful consultation and input, there must be an understanding of how the prior fundraising campaigns achieved such little results. The Assumption Interim Report is intended to provide sufficient answers to allow us to turn our minds to the future.
241. The two campaigns demonstrated the very strong desire in the community to restore Assumption church. Its claim to a unique and important place in our history prompted over 50 volunteers to commit themselves to achieving its restoration.
242. Can the challenge of restoring Assumption church be met? Can the setbacks already encountered be overcome? Can a new path forward be found? The stakeholder consultations will have to provide the answers.
243. In order to identify realistic options, and to help focus the discussion, it may be helpful to address three common myths or misconceptions that have been suggested to me several times over the last few months.
244. Myth #1 – *"Rome is not just rich, it is wealthy. It has the money and it should restore Assumption church because it has such an important place in the history of the Catholic Church in Canada."*  
The reality is that the Catholic Church has priceless treasures, but they carry a huge cost to maintain and safeguard them for humanity. This obligation cannot be abandoned. The call on Pope Francis and the Catholic Church to help meet overwhelming pastoral needs, which include the sick, the impoverished, the refugees, and the spiritually needy, have a much higher claim for assistance than the desire to restore Assumption church. There will be no financial assistance from Rome.
245. Myth #2 – *"The Diocese of London should pay for the restoration of Assumption church. This was the first parish in this Diocese. This area has given, and continues to give, endless money to support the seminary and the cathedral in London. It's time for the Diocese to reciprocate."*  
The Diocese has already identified and liquidated all of its surplus properties to compensate the victims of sexual abuse perpetrated by its clergy. This included the sale of the Bishop's historic residence in London (Blackfriar Estate). Bishop Fabbro has honoured his pledge not to use Sunday offerings for this purpose. The Diocese has the same pastoral needs as Rome. The Diocese has little or no resources to pay for the restoration of Assumption church.
246. Myth #3 – *"The cost estimates are ridiculous. It just doesn't have to cost that much. The work can be done locally and/or a lot of the work can be done by volunteers. Look at what the Italian clubs have been able to do. We should be able to do the same."*

We live in a different age. Virtually every organization struggles to attract volunteers. The work required to restore a large building does not lend itself to volunteers. It requires skilled labour and the enforcement of a multitude of health and safety protocols. It is a massive undertaking that will take many years to complete. Let us assume that costs can be reduced by 25-30%. Does that fundamentally change the feasibility of the project?

## **Assumption Church and Assumption Parish Options**

247. Many ideas have already been suggested as options to save Assumption church. These ideas need to be considered and assessed in order to determine whether they can be real options. The ideas that have been suggested are being listed here without any priority or prejudgment as to their merits, feasibility, or desirability.

The ideas assume that the current situation is not tenable, and that the necessary funds to restore Assumption church will not be immediately available. These ideas propose that trade-offs must be made. Options to save Assumption church require decisions to be made about the church itself, Rosary Chapel, the rectory/parish office, and the adjoining parking lot.

### **Assumption Church as the Parish Church**

The majority of the parishioners of Assumption Parish would strongly prefer that Assumption church be restored as their parish church. Its location is more central to the area to be served. It is adjacent to the University of Windsor which enables it to minister to the staff and students.

Assumption Parish does not have the resources to restore and maintain Assumption church as a parish church without outside support. Rome and the Diocese of London are not able to provide that support.

To function effectively for the long-term as a vibrant parish community, it is important and/or necessary to have a parish hall.

The feasibility of restoring Assumption church as the parish church relies upon major donors providing the capital.

The parking lot profits provide a significant/substantial ongoing source of funds to address the long-term maintenance issues associated with a heritage building.

### **Holy Name of Mary Church as the Parish Church**

Any repurposing of Assumption church for a non-religious use could result in the recognition of Holy Name of Mary church as the permanent home of Assumption Parish.

Holy Name of Mary church has significant restoration issues and lacks adequate parking. Its location on a residential street limits snow removal, a major issue in inclement weather.

It would need a rectory and parish offices.

Its location on the eastern boundary of Assumption Parish is not ideal. It is far removed from the Sandwich area which is a major component of the congregation. It is less convenient to serve the University of Windsor staff and students.

The likelihood of attracting major, outside donors for restoration is limited.

**St. Benedict Tridentine Catholic Community**  
**(Traditional Latin Mass Community of Windsor)**

If Assumption church is restored by the St. Benedict Tridentine Catholic Community, the existing Assumption Parish community would be able to use Assumption church subject to the schedule of the St. Benedict Tridentine community.

It would not be possible to redecorate the church when the liturgical seasons of the two communities differ, or to rearrange the sanctuary according to the practices of the current Assumption Parish community.

The rest of Assumption campus would be transferred to the St. Benedict Tridentine Community, but the rectory/parish office could be leased by the existing Assumption Parish administration, and the parking lot would be available for those attending services.

**Repurposing Option**

The restoration of Assumption church is a major asset of the Windsor-Essex County community. It is not only important to the Catholic Church, but also significant to the extended community. It played an important role in the development of Canada, especially in the French settlement, and in the fostering of indigenous relations. Its role in providing advanced education under the guidance of the Jesuits, and later under the Basilian Fathers, has blossomed into the University of Windsor, one of the outstanding universities in all of Canada.

Assuming that funding in sufficient amounts is not available to justify restoring Assumption church as the Assumption Parish church, a repurposing of the church to serve another community interest or need should be explored.

The potential source of funding for restoration of a heritage building is much greater in a secular, non-denominational scenario. Most governments, public companies, and foundations cannot provide funds to a religious institution. The secular use, i.e. non-denominational, opens broader possibilities for potential donors.

### **University of Windsor Option**

The University of Windsor, Assumption church's neighbour, its offshoot, its offspring, is the most obvious and compelling possibility. The five acres that comprise Assumption Parish grounds, including the parking lot, would be a logical addition to the University of Windsor campus. However, the obligation to restore Assumption church is a major deterrent. Any decision by the University to demolish the church would be a scar that would last for generations. Any repurposing by the University of Windsor, or any other party, would have to demonstrate a need and use that could justify the great cost of restoration.

### **Indigenous University Option**

The Assumption Parish property was gifted by the Huron-Wyandotte to the Catholic Church. The donated lands include the property now occupied by the University of Windsor and Assumption Park. The Huron-Wyandotte gifted land on several occasions because the church sold donated lands at various times to support the parish. Over 200 acres in total were gifted to the church.

A variation of the University of Windsor option is the creation of an indigenous university or institute. The Truth and Reconciliation Commission has highlighted the need to establish indigenous educational opportunities.

The educational needs apply to indigenous students, but they also extend to all who provide services to the indigenous community. These service providers include teachers, police, lawyers, health care workers, social service workers, and all other government agencies.

The majority of university programs and credits could be granted by the University of Windsor. More specific indigenous courses and credits would be granted by the indigenous university governed by an indigenous Board of Directors and President.

### **Multiple Uses Option**

The Assumption church site contains approximately five acres which includes both Assumption Church and Rosary Chapel. The possibility of multiple uses for these facilities and the property could be considered as a way to preserve the heritage of this important icon of our community.

## Next Steps

248. A second interim Report will be issued in the fall which will include:
- i) the current cost estimates for restoring both Assumption church and Holy Name of Mary church;
  - ii) the results of the peer review completed by an independent architect who is qualified and experienced in restoration and historical buildings;
  - iii) the Assumption Parish demographic planning report;
  - iv) any additional relevant information I may receive in response to this Interim Report.
249. I welcome any further input or comments that anyone cares to provide by contacting me through Assumption Parish or at "paulmullins@xplornet.com". I continue to look forward with hope to a renewed future for these historic buildings.