

AFFIDAVIT OF Maurice Kirk Carr, Jr.

Re: ACT of Connecticut Roof Expenditure and Alleged Irregularities

State of Connecticut

County of Fairfield

I, Maurice Kirk Carr, Jr., being duly sworn, depose and state as follows:

1. Identity and Interest

1. I am a resident and elector of Ridgefield, Connecticut.
2. I make this statement based on personal knowledge, review of public records, and participation in public meetings.
3. I submit this affidavit to assist municipal and state auditors in evaluating the authorization, funding, and oversight of the ACT of Connecticut theater roof repair approved in 2024.

2. Background on the Expenditure

4. The ACT of Connecticut (hereinafter "ACT") leases a town-owned building at 36 Old Quarry Road, Ridgefield, for \$1.00 per year under a lease originally executed in 2017.
5. The lease explicitly assigns ACT responsibility for building maintenance, including the roof.
6. In 2024, the Ridgefield Board of Selectpersons (BOS) approved a lease amendment and authorized the town to fund the replacement of the ACT roof, based on claims that ACT could not afford the repair.
7. The revised lease and funding were approved at a Town Meeting, without review or approval by the Board of Finance.

3. Ethical Conflict

8. At the time of the lease amendment and capital expenditure approval, First Selectman Rudy Marconi's wife, Peggy Marconi, served on the ACT board of directors.
9. Mr. Marconi did not disclose this conflict to the BOS, the Town Meeting, or the public prior to their votes.
10. On May 30, 2024, the Ridgefield Board of Ethics issued a finding of **probable cause** that Mr. Marconi's failure to disclose constituted a conflict of interest under Ridgefield's Code of Ethics and Town Charter.

4. LoCIP Funding Concerns

11. Mr. Marconi stated publicly—including at a Town Meeting—that Local Capital Improvement Program (LoCIP) funds could be used for the roof without Board of Finance approval.
12. However, according to LoCIP guidelines, eligibility requires that the capital project be included in the town's **Capital Improvement Plan (CIP)**.
13. The ACT roof repair was **not** included in the FY2024 or FY2025 CIPs adopted by Ridgefield, nor was it submitted for referendum despite exceeding \$100,000 as required by Section 10-1 (c) of the Town Charter.
14. As of June 6, 2025, the Connecticut Office of Policy Management (OPM) has **not reported any reimbursement request** for this project in the state LoCIP reporting databases.

5. Financial Misrepresentations

15. ACT representatives and town officials claimed the nonprofit could not afford the roof repair.
16. However, ACT's publicly filed IRS Form 990s for tax years 2022 and 2023 show over \$1 million in unrestricted cash.
17. The BOS did not request or review these financial disclosures prior to approving the amended lease and expenditure.

6. Pattern of Misinformation

18. Mr. Marconi repeatedly claimed that "no other nonprofit in Ridgefield is responsible for repairing its own roof."
19. This was false. The Ridgefield Theater Barn lease stipulates that it shall maintain its own roof, and the Ridgefield Playhouse pays over \$68,000 annually in rent to the town, which contributes to its maintenance. ACT pays \$1.00 annually plus a modest monthly grounds maintenance fee.

20. The BOS and public, including Town Meeting voters, relied on these incorrect statements when supporting the expenditure.

7. Remedy and Requested Findings

21. In light of the above, I respectfully request that state and municipal auditors find that:

- The ACT roof expenditure was **not properly authorized** under Ridgefield's financial procedures;
- The project is **ineligible** for LoCIP reimbursement;
- A **material weakness** or finding of **maladministration** be included in Ridgefield's FY2025 audit;
- The town consider legal remedies to seek **reimbursement from ACT** and or to **nullify the amended lease** due to the ethical conflict and misinformation.

8. Exhibits Available

22. The following exhibits are available on request and are posted at the Ridgefield Record website <https://www.ridgefieldrecord.com/page-7/>:

- Exhibit A – Ethics Board Decision (7/1/24): Ridgefield Board of Ethics ruling on Charter §11-9 violation by First Selectman Rudy Marconi
- Exhibit B – Lease agreements: Original and revised ACT, Ridgefield Theatre Barn (aka Ridgefield Workshop for the Performing Arts) and Ridgefield Playhouse for Movies and the Performing Arts
- Exhibit C – Ridgefield Capital Improvement Plans: FY2024 and FY2025 (official town documents)
- Exhibit D – LoCIP Guidelines: OPM Program Guidance (Feb 2025). Link: <https://portal.ct.gov/OPM/IGPP/Grants/LoCIP/Local-Capital-Improvement-Program-LoCIP-HOME-PAGE>
- Exhibit E – Ridgefield Town Charter Sections 10-1 and 11-9 (Finance Authority and Conflict of Interest Clauses)
- Exhibit F – Notice and meeting minutes
- Exhibit G – FOIA Response: ACT Lease Payment Accounting – November 6, 2024
- Exhibit H – FY2022 and FY2023 ACT of Connecticut IRS 990 Reports
- Exhibit I – Ridgefield Press report on Ethics Board finding and Marconi's defense - a confession of serial infractions.

Hard copies are available upon request.

I affirm that the foregoing statements are true to the best of my knowledge and belief.

Maurice Kirk Carr, Jr.

Maurice Kirk Carr, Jr.

6/30/2025

Date

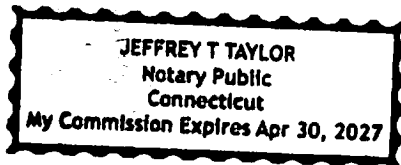
Notary Acknowledgment :

Subscribed and sworn to before me this 30th day of JUNE, 2025.

** Jeffrey T Taylor **

Notary Public

My commission expires: 4/30/2027



As the Commission has noted, the Commission has not yet received any information regarding the Commission's request for information.

Very truly yours,

Jeffrey T. Taylor

cc: [redacted]

cc: [redacted]

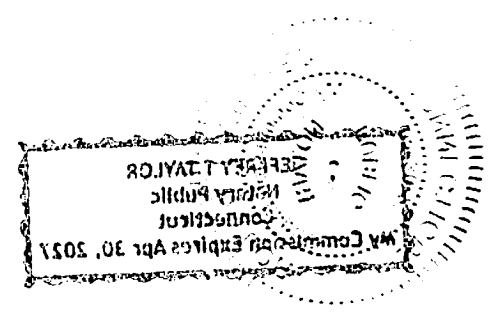
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MEMORANDUM

CERTIFIED

TO: John Geragosian and Craig Miner, Auditors of Public Accounts (APA)
Martin Heft, Under Secretary Intergovernmental Policy and Planning, Office of Policy
and Management (OPM)
Leslie Zoll, CPA – Audit Partner, CliftonLarsonAllen LLP (CLA)

CC: Ridgefield Board of Finance
Town Controller-Kevin Redmond,
Town Counsel-Jason Buchsbaum

FROM: Kirk Carr

DATE: June 30, 2025

RE: Urgent Review of Ridgefield's Use of \$230,000 in LoCIP Funds for ACT Theater Roof

The enclosed affidavit is submitted in the public interest to alert relevant oversight authorities to the potential misuse of state LoCIP grant funds by the Town of Ridgefield, as well as a breakdown in ethical disclosure, financial process, and legitimate governance.

The facts presented raise serious questions of financial accountability and warrant immediate attention to protect public trust and state resources.

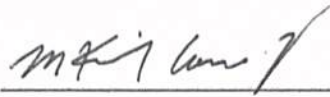
The Ridgefield Board of Selectpersons and Town Meeting were misled about the use of LoCIP funds, the municipality's arrangements with other local 501(c)3 organizations and ACT's ability to incur the contractual obligation to repair the roof of the Town-owned theater building they lease from the Town at 36 Old Quarry Road in Ridgefield, CT.

These facts are attested to in the enclosed affidavit and are supported by irrefutable tangible evidence. Please watch this 9-minute video, which summarizes these facts.

<https://youtu.be/0Cm-03AzYTw>

Sincerely,

Kirk Carr
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Email: kirk.carr@gmail.com



M. Kirk Carr, Jr.