

BUDGET DEFICIT MITIGATION AGREEMENT

THIS BUDGET DEFICIT MITIGATION AGREEMENT (this “Agreement”) is made as of August 1, 2025, by and between the TOWNS OF GOSHEN, LITCHFIELD, MORRIS AND WARREN, CONNECTICUT (the “Member Towns”), and REGIONAL SCHOOL DISTRICT NO. 20 OF THE STATE OF CONNECTICUT, 35 Wamogo Road, Litchfield, Connecticut 06759 (the “District”).

RECITALS

A. The District is a regional school district created pursuant to Sections 10-39 through 10-63y (collectively, the “Act”) of the Connecticut General Statutes, Revision of 1958, as amended, consisting of the member towns of Goshen, Litchfield, Morris and Warren, Connecticut (the “Member Towns”). The towns of Goshen, Morris and Warren were previously part of Regional School District No. 6. At a referendum held on June 28, 2022, voters of the Member Towns voted to merge the Litchfield Public Schools and Regional School District No. 6 and to establish Regional School District No. 20.

B. As a result of various costs associated with the creation of the District from the former Litchfield Public School system and the former Regional School District #6, and other budgetary shortfalls, as itemized in Attachment A, attached hereto, the District has a total budget shortfall of about \$2,700,000 (the “total shortfall”) for fiscal year 2024 - 2025. The Member Towns have agreed to help the District mitigate the total shortfall by making voluntary payments to the District not to exceed \$2,700,000 in fiscal years 2025-2026, 2026-2027 and 2027-2028.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Town and the District agree as follows:

Section 1. Definitions and Incorporation. Terms not otherwise defined herein shall be ascribed the meanings set forth in the opening paragraph and recitals to this Agreement. The recitals above are incorporated in and made a part of this Agreement.

Section 2. Payments. The Member Towns hereby agree to make the payments in amounts not to exceed those set forth in Attachment A, and on or before the dates set forth in Attachment A hereto. Such payments shall be made in a timely manner in immediately available funds in a form acceptable to the Member Towns (e.g., municipal wire transfer, municipal check, etc.) to the District. Payments made by the Member Towns pursuant to this Agreement shall be payments toward “Land, Buildings, Capital, and Debt Service” for the purpose of any relevant state reporting requirements. The payments shall not constitute an assessment by the District or an appropriation for educational purposes by any Member Town. The payments shall not be used by the District for any purpose other than reducing the total shortfall and/or interest related thereto. Whereas the Town of Litchfield was not part of the former Regional School District #6, the payment obligations of the Town of Litchfield shall be reduced by the amount of any financial obligations of the former Regional School District No. 6 for fiscal year 2023 – 2024 or earlier paid by the District. The payment obligations of RSD #6 shall be reduced by the amount of any financial obligations of Litchfield Public Schools for fiscal year 2023 – 2024 or earlier paid by the District. The District shall provide to all four towns an updated itemized list of expenses being paid using money from the four towns under this Agreement. Such itemization shall separately show financial obligations of the former Regional School District 6 being paid by the District. The amounts to be paid by all four towns shall be reduced on a pro rata basis by any third-party money or money from the State of Connecticut (grants, gifts, loans, etc.) received by the District to defray the budget deficit for fiscal year 2024-2025. The final value of the budget deficit shall be ascertained by the District and provided to the four towns no later than March 31, 2026.

Section 3. Miscellaneous.

(a) *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut. Any lawsuit arising from this Agreement shall be brought in the Superior Court for the State of Connecticut, Judicial District of Litchfield at Torrington.

(b) *Amendment and Waiver.* This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties hereto. No consent or waiver expressed or implied, by any party of any breach or default by any other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any obligations of the party. Failure on the part of any party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by that party of its rights under this Agreement or otherwise.

(c) *Severability.* If any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall be and remain in full force and effect.

(d) *Third Party Beneficiaries.* There are no third-party beneficiaries of this Agreement.

(e) *Notices.* All communications provided pursuant to this Agreement shall be in writing and shall be deemed to have been given at the earlier of the date (i) when delivered personally, by messenger or by overnight delivery service by a recognized commercial carrier, (ii) five (5) days after being mailed by registered or certified United States mail, postage prepaid, return receipt requested, or (iii) when received via email (provided, that such communication is attached as a pdf or similar type file and upon confirmation of receipt; provided further that automatically generated receipts shall not constitute confirmation of receipt), in all cases addressed to the person for whom it is intended at such person's address set forth below or to such other address as a party shall have designated by notice in writing to the other party in the manner provided by this Agreement

If to the Town of Goshen:

Town of Goshen
42 North Street
Goshen, Connecticut 06756
Attention: First Selectman
1stselectman@goshenct.gov

If to the Town of Litchfield:

Town of Litchfield
74 West Street, P.O. Box 488
Litchfield, Connecticut 06759
Attention: First Selectwoman
Email: 1stselectman@townoflitchfield.org

If to the Town of Morris:

Town of Morris
3 East Street
Morris, Connecticut 06763
Attention: First Selectman
Email: 1stselectman@morrisct.gov

If to the Town of Warren:

Town of Warren
50 Cemetery Road
Warren, Connecticut 06754
Attention: First Selectman
Selectman@warrenct.org

If to the District:

Regional School District No. 20
35 Wamogo Road
Litchfield, Connecticut 06759
Attention: Superintendent
Email: jvillar@rsd20.org

(f) *Headings*. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

(g) *Counterparts*. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement. The execution of this Agreement by any of the parties may be evidenced by way of a pdf attachment to electronic media of such party's signature, or a photocopy of such pdf attachment to electronic media, and such pdf signature shall be deemed to constitute the original signature of such party hereto.

(The Next Page is the Signature Page)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

TOWN OF GOSHEN

By: _____
Name:
Title: First Selectman Duly Authorized

TOWN OF LITCHFIELD

By: _____
Name:
Title: First Selectwoman Duly Authorized

TOWN OF MORRIS

By: _____
Name:
Title: First Selectman Duly Authorized

TOWN OF WARREN

By: _____
Name:
Title: First Selectman Duly Authorized

REGIONAL SCHOOL DISTRICT NO. 20

By: _____
Name: Jeffrey Villar
Title: Superintendent

(Signature Page to Deficit Mitigation Agreement)

ATTACHMENT A
PAYMENT SCHEDULE

		Year One	Year Two	Year Three	Total
		7/1/2025	7/1/2026	7/1/2027	
Town	FY 24-25 Weighted Assessment	\$2,300,000 / 3 = \$766,667	\$1,866,246 / 2 = \$933,123	\$1,866,246 / 2 = \$933,123	\$2,632,913*
Goshen	21.26%	\$162,993	\$198,382	\$198,382	\$559,757
Litchfield	56.14%	\$430,407	\$523,855	\$523,855	\$1,478,117
Morris	14.31%	\$109,710	\$133,530	\$133,530	\$376,770
Warren	8.29%	\$63,557	\$77,356	\$77,356	\$218,269

Year two and year three calculation assumptions:

FY25 Deficit Projection:	\$2,632,913*
Less Year One Payments:	(\$766,667)
Total Outstanding:	\$1,866,246

*FY25 Deficit amount is based off an estimated projection as of June 23, 2025.

[Insert list of all bills to be paid with money under this Agreement, with a separated list of Region 6 and Litchfield Public Schools expenses which were paid by Region 20. Include the calculation, highlighting each prior district’s paid totals and their adjusted share of the FY25 budget shortfall].