

**TOWN OF LITCHFIELD
SPECIAL TOWN MEETING MINUTES
AUGUST 13, 2025**

A Special Town Meeting was held in the Town of Litchfield on August 13, 2025 at the Litchfield Intermediate School Auditorium. There were approximately 45 people in attendance. First Selectman, Denise Raap, called the meeting to order at 7:02 pm. Lisa A. Losee, Town Clerk, served as Clerk.

Motion was made by Jodiann Tenney and seconded by Margaret Hunt that Jeffrey Zullo serve as Moderator. There were no other nominations. Barbara Putnam made motion to close nominations, seconded by John Bongiorno. All were in favor. It was then so voted unanimously that J. Zullo preside as Moderator.

The Moderator read the Call of the meeting. A copy of the legal notice was made available to all in attendance and is attached to these minutes as Exhibit A. The return of posting and publication of this notice is attached as Exhibit B.

The Moderator read Item I.

Item I: To consider and act on fiscal year 2024-2025 Budget Transfer #9 – appropriation of an amount not to exceed a total of \$30,664.00, comprised of: \$28,165.00 from Overtime, \$2,000.00 from Office Equipment, and \$499.00 from Service Contracts, and to transfer those funds to the Litchfield Fire Department, to pay for unexpected repairs to that Department's vehicle fleet. A copy of the transfer was made available at this meeting and is attached as Exhibit C.

J. Tenney made motion to approve Item I., seconded by J. Bongiorno. J. Zullo stated that this has been approved by both the Board of Selectmen and the Board of Finance. There was limited discussion. The Moderator called for a vote. All voted unanimously in favor to approve said transfer. Motion carried.

The Moderator read Item II.

Item II: To consider and act on fiscal year 2025-2026 Budget Transfer #1 – appropriation of an amount not to exceed \$31,500.03 from Contingency, and to transfer those funds to the Bantam Fire Department, to pay for the Town's portion of radios used by that Fire Department. A copy of this transfer was available at this meeting and is attached as Exhibit D.

J. Tenney made motion to approve Item II., seconded by Patti Dauten. J. Zullo explained that the Fire Department had secured a grant in the amount of \$660,000 and the Town was obligated to contribute and pay a 5% co-pay. D. Raap praised Ryan Litwin for securing this grant. There was no further discussion and the Moderator called for a vote. All voted unanimously in favor to approve said transfer and the motion carried.

The Moderator read Item III:

Item III: To consider and act on an inter-municipal memorandum of understanding – Budget Deficit Mitigation Agreement between Goshen, Litchfield, Morris, and Warren, and Regional School District No. 20, for payment of the remaining fiscal year 2024-2025 budget deficit of Regional School District No. 20, and to authorize the Litchfield First Selectman and Board of Selectmen to take all actions and execute all documents necessary or convenient for said purpose. A copy of the Budget Deficit Mitigation Agreement was made available at this meeting and is attached to these minutes as Exhibit E.

J. Tenney motioned to approve Item III, seconded by J. Bongiorno.

D. Raap explained that the Board of Selectmen and the Region 20 School Superintendent had met to try to determine how this deficit could be paid. She explained that the process under §10-51 would have the Region 20 School Board call a District Meeting to determine assessments on the four towns. The towns would then be obligated to pay that assessment in one year. The MBR would be affected. This MOU allows payments to be divided over three years with less impact on the MBR and on the tax payers. The Board of Finance supports this. This MOU will have minimal impact and allow the school to pay invoices. She stated that an AdHoc committee was put together to look at these invoices in detail and the auditors will be looking at them as well. The final school audit FY2024-25 would not be completed until 12/31/2025.

A resident asked what the expenses were for and how they went so off track. J. Zullo stated there were over 850 paper invoices to go through. Dr. Villar, Region 20 Superintendent, stated that all invoices were digitized but they are working on importing them for general viewing as some contain confidential information. He stated that new fiscal controls have been implemented, fiscal reports are available on the Region 20 website, and he will be meeting with the Boards of Selectmen and Boards of Finance in the fall, working together to make sure this doesn't happen again.

A resident confirmed that all four towns must approve this MOU and asked what would happen if they did not. D. Raap repeated that the School District would then call a meeting to determine town assessments. The CT State Commissioner of Education has said that if the four towns voluntarily signed this MOU then §10-51 would not apply and the MBR would not be affected.

J. Tenney commented that the BOS and the AdHoc committee was taking this very seriously, they do not want taxes affected. They have a list of expenses owed and descriptions but want detailed invoices to determine if there are duplicates and wants to be sure Litchfield is not paying Region 6 bills. She is in favor of this MOU to spread payments over three years. This MOU is based on an estimated 'not to exceed' amount which allows flexibility if discrepancies are found in the invoices to be paid.

J. Zullo added that some of this deficit was caused by the misrepresentation of revenue to the school.

A resident asked if we have invoices due now, and the deficit is paid over three years, who was not getting paid. Dr. Villar stated this was a matter of cash flow. Region 20 schools receive money from the four towns monthly. The oldest debts will be paid first. The District will need to be very careful. It will be difficult but appropriate, a way to resolve this deficit that will work for all four towns and allow the schools to continue offering what is best for the kids. The goal is to get out of this to gain a good reputation with school vendors.

A resident asked what qualifications the members of the AdHoc committee have to audit these invoices.

J. Zullo clarified that this was not an audit. The Town had an audit done only on the Litchfield BOE, not on Region 20. Dr. Villar added that Region 20 will have a 3rd party audit done which will be completed by 12/31/25. Adjustments will be made as necessary. He, along with local representatives, went to Hartford advocating for the state to pay for bills that were directly related to the start-up of Region 20. J. Zullo added that the schools process to conduct a yearly audit is to go out to bid like the town does. The AdHoc group is conducting a review of the invoices. It is not an audit.

A resident asked why this was not done long ago by these same organizations that should've been aware of what was going on. J. Zullo emphasized that the BOS and the BOF have no oversight and no responsibility towards the Region 20 budget.

Residents asked who was responsible. Dr. Villar explained that per §10-51 Region 20 School District governs the schools finances. Region 20 can call a District meeting to force the assessments paid by the towns but the MOU goes outside the statute. This is an attempt to mitigate the deficit without raising next year's budget. Region 20 BOE bears responsibility of the school budget.

Sam Olmstead referred to the experience of those on the AdHoc committee which includes school administrative and BOE backgrounds and finance backgrounds. They will be engaged in the audit process.

He reiterated that Region 20 is not under the jurisdiction of the town and stated that Dr. Villar is very willing to be transparent and work with the four towns. There is new structures put in place that will prevent this from happening again.

Again a resident asked who Region 20 reports to, who does the oversight. J. Zullo answered that Region 20 BOE members are elected by the towns, every year each town elects a member, they bring information to all towns to vote on the budget. Region 20 and the voters are responsible.

J. Bongiorno commented that Dr. Villar is doing a fantastic job cleaning up a mess. Region 20 is completely separate from the town. Region 20 BOE members are responsible for a \$41,000,000 budget and he wants voters to think about that and how much management they have going forward, when electing board members. People are in place now who are working hard for you and the kids.

The Moderator called for a vote. By hand count two electors were opposed, all others voted in the affirmative. The Moderator declared the motion passed.

The Moderator read Item IV:

Item IV: To consider and act on an ordinance Amending Chapter 2, Article ii, Division 7 ("Board of Education") of the Code of the Town of Litchfield, which would replace ordinances governing the former Town of Litchfield Board of Education with a new ordinance providing the election, terms, and nominations of Litchfield members of the Regional School District No. 20 Board of Education pursuant to the Regional School District No. 20 Education Plan and Connecticut Public Act 23-208. A copy of the new ordinance was made available at this meeting and is attached as Exhibit F.

J. Tenney motioned to adopt Item IV, seconded by J. Bongiorno. Town Attorney Michael D. Rybak explained that the town needs to update this ordinance that governed our local Board of Education because they don't exist anymore. This will allow the local BOE to be removed from the November ballot and will update the ordinance to Region 20.

Denise Butwill was curious if there is a way to have those Region 20 elections on our November ballot. D. Raap referred to the plan of the merger that was approved by all four towns. The education plan was left up to each town and was passed by General Assembly Public Act specifically pertaining to Region 20. We can look into that in the future. The big thing is the gap in terms.

The Moderator called for a vote. All voted unanimously in favor of and the motion passed.

There being no further business to discuss, a motion to adjourn was made by J. Bongiorno, seconded by J. Tenney. The meeting was adjourned at 7:48 pm.

Respectfully submitted,

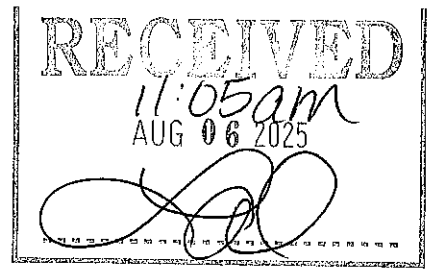

Lisa A. Losee

Town Clerk

Town of Litchfield

Exhibit A

**TOWN OF LITCHFIELD
NOTICE OF SPECIAL TOWN MEETING**

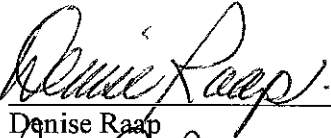


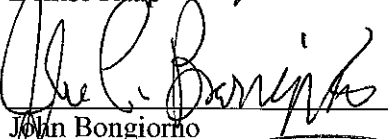
Notice is hereby given to the electors of the Town of Litchfield and those qualified taxpayers lawfully entitled to vote in Litchfield Town Meetings pursuant to Section 7-6 of the General Statutes that a Special Town Meeting will be held on Wednesday, August 13th, 2025, at 7 p.m. at the Litchfield Intermediate School, 35 Plumb Hill Road, Litchfield, for the following purposes:

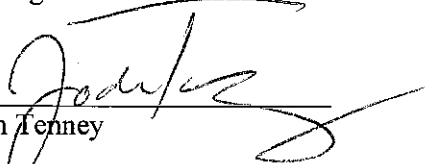
- I. To consider and act on fiscal year 2024-2025 Budget Transfer #9 — appropriation of an amount not to exceed a total of \$30,664.00, comprised of: \$28,165.00 from Overtime, \$2,000.00 from Office Equipment, and \$499.00 from Service Contracts, and to transfer those funds to the Litchfield Fire Department, to pay for unexpected repairs to that Department's vehicle fleet.
- II. To consider and act on fiscal year 2025-2026 Budget Transfer #1 — appropriation of an amount not to exceed \$31,500.03 from Contingency, and to transfer those funds to the Bantam Fire Department, to pay for the Town's portion of radios used by that Fire Department.
- III. To consider and act on an inter-municipal memorandum of understanding — Budget Deficit Mitigation Agreement between Goshen, Litchfield, Morris, and Warren, and Regional School District No. 20, for payment of the remaining fiscal year 2024-2025 budget deficit of Regional School District No. 20, and to authorize the Litchfield First Selectman and Board of Selectmen to take all actions and execute all documents necessary or convenient for said purpose.
- IV. To consider and act on an ordinance Amending Chapter 2, Article II, Division 7 ("Board of Education") of the Code of the Town of Litchfield, which would replace ordinances governing the former Town of Litchfield Board of Education with a new ordinance providing the election, terms, and nominations of Litchfield members of the Regional School District No. 20 Board of Education pursuant to the Regional School District No. 20 Education Plan and Connecticut Public Act 23-208.

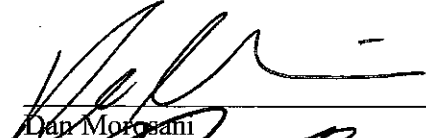
Dated at Litchfield, Connecticut this 5th day of August, 2025.

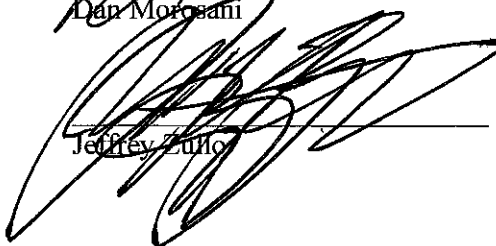
THE BOARD OF SELECTMEN OF THE TOWN OF LITCHFIELD


Denise Raap


John Bongiorno


Jodiann Tenney


Dan Morosani


Jeffrey Zullo

Any persons requiring special assistance should contact the First Selectman's Office between the hours of 9:00 a.m. and 4:30 p.m. Monday through Friday at 860-567-7550.

Exhibit B

POSTING CERTIFICATE
NOTICE OF SPECIAL TOWN MEETING
TO BE HELD August 13, 2025

I, Lisa A. Losee, the duly elected Town Clerk of the Town of Litchfield, Connecticut, hereby certify that there has been posted in the office of the Town Clerk, on the Town website, and all other places designated by the Town on August 6, 2025, the Warning of Special Town Meeting to be held on Wednesday, August 13, 2025 at 7:00 pm at the Litchfield Intermediate School, that which was caused to be published in the Republican-American, a newspaper having a substantial circulation in the Town of Litchfield, in its issue of August 7, 2025; which publication was at least five days prior to the holding of said Town Meeting (counting the date of publication but not the date of the meeting).

Signed and sealed at Litchfield, Connecticut this 6th day of August, 2025.

A handwritten signature in black ink, appearing to read 'Lisa A. Losee', written in a cursive style.

Lisa A. Losee
Town Clerk
Town of Litchfield

Memorandum

Exhibit C

Date: July 11, 2025

To: Board of Selectman
Board of Finance
Town Meeting ✓

From: Amaechi Obi, Finance Director

Re: Fiscal Year 2024/2025 Budget Transfer #9 for \$30,664.00

The Finance Department is requesting the following transfer to be done. This transfer is a request from Litchfield Fire Company for unexpected repairs to Fleet which resulted in overage in operating budget. (Please see detail attached)

FY 24/25 Budget Transfer Requested:

	Fund	Dept.	Object	(Decrease) Debit	(Increase) Credit
FROM	01	2101	52108 Overtime	\$28,165.00	
FROM	01	2101	55102 Office Equipment	\$2000.00	
FROM	01	2101	52203 Service Contracts	\$499.00	
TO	01	220 2	54118 Litchfield Fire Department		\$30,664.00

Exhibit D

Memorandum

Date: JULY 9, 2025

To: Board of Selectman
Board of Finance
Town Meeting ✓

From: Amaechi Obi, Finance Director

Re: Fiscal Year 2025/2026 Budget Transfer #1 for \$31,500.03

The Finance Department is requesting the following transfer to be done. This transfer is a request from Contingency to Bantam Fire Department for Radios. (see Invoice Attached).

FY 24/25 Budget Transfer Requested:

	Fund	Dept.	Object	(Decrease) Debit	(Increase) Credit
FROM	01	1903	51703 Contingency	\$31,500.03	
TO	01	2202	54117 Bantam Fire Dept.		\$31,500.03

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].

Exhibit F

**TOWN OF LITCHFIELD
SPECIAL TOWN MEETING
AUGUST 13, 2025**

Section 1. Authority.

This ordinance is made pursuant to the dissolution of the former Town of Litchfield Board of Education for the Litchfield Public Schools under Section 10-46a of the General Statutes.

Section 2. Amendments to Code of Ordinances.

The Litchfield Code of Ordinances, Chapter 2 "Administration, Article II "Boards, Commissions and Committees", Division 7 "Board of Education", is hereby repealed and replaced with the following:

"DIVISION 7. REGIONAL BOARD OF EDUCATION

Sec. 2-90 Election, terms, and nominations of regional board of education members.

The election, terms, and nominations of the representatives of the Town of Litchfield on the Board of Education for Regional School District #20 shall be conducted by town meeting in compliance with Chapter 90 of the General Statutes, the Temporary Regional School Study Committee Report of April 4, 2022 (also known as the Regional School District #20 "Education Plan"), and Section 8 of Public Act 23-208.

Secs. 2-91 — 2-200. Reserved."

Section 3. Effective Date.

This Ordinance shall take effect fifteen (15) days after publication of a summary of its provisions in accordance with Connecticut General Statutes §7-157(b).

Adopted by Town Meeting: August 13, 2025.

Published in the Rep-American on August 15, 2025.

Effective date: August 30, 2025.

Litchfield Town Records: Volume , Page(s): .