

**Supplement
dated October 6, 2021**

to

**Official Statement
dated September 30, 2021**

relating to

**MASSAPEQUA UNION FREE SCHOOL DISTRICT
NASSAU COUNTY, NEW YORK**

**\$12,000,000*
TAX ANTICIPATION NOTES FOR 2021-2022 TAXES
(the “Notes”)**

The Official Statement for the Bonds is dated **September 30, 2021** (the “Official Statement”). The **Massapequa Union Free School District**, New York (the “**District**”) has prepared this Supplement dated **October 6, 2021**, to the Official Statement (the “Supplement”) to update the “LITIGATION” section of the Official Statement.

Other than with respect to the information provided herein, this Supplement is not otherwise updating the Official Statement, which speaks as of its date. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Official Statement.

The section entitled “LITIGATION” on pages 7 and 8 is hereby replaced and superseded with the following:

LITIGATION

In common with other school districts, the District from time to time receives notices of claim and is party to litigation. In the opinion of the attorney for the District, unless otherwise set forth herein and apart from matters provided for by applicable insurance coverage, there are no claims or action pending which, if determined against the District, would have an adverse material effect on the financial condition of the District.

Child Victim’s Act Claims

The District is aware of four Child Victim Act claims against the District which, as of the date of this Official Statement, are not covered by any District insurance policy.

Former Student 1

A former student has alleged that he was sexually abused by a teacher at the Parkside Junior High School and Massapequa High School in the 1960s. A summons and complaint has been filed in State Supreme Court and the District has appointed special counsel to respond to the claim. Although the summons and complaint does not specify a specific sum for which damages are sought, the claim could potentially cost several millions of dollars if an adverse verdict is returned against the District.

Former Student 2

A second former student who attended a parochial school but was allegedly transported on a school district-provided school bus has alleged that he was sexually assaulted on a school bus by the bus driver in 1974 or 1975. A summons and complaint has been filed in State Supreme Court and the District has appointed special counsel to respond to the claim. Although the summons and complaint does not specify a specific sum for which damages are sought, the claim could potentially cost several millions of dollars if an adverse verdict is returned against the District.

Former Student 3

A third former student has alleged that she was sexually assaulted on a school bus by 10 former students in the late 1980s. A summons and complaint has been filed in State Supreme Court and the District will be appointing special counsel to respond to the claim. Although the summons and complaint does not specify a specific sum for which damages are sought, the claim could potentially cost several millions of dollars if an adverse verdict is returned against the District.

Former Student 4

A fourth former student has alleged he was sexually abused by employee(s) of the Boy Scouts of America during various boy scout-sponsored trips and/or during local troop meetings held at Fairfield Elementary School in the mid-to-late 1980s, wherein the school is alleged to have obtained a charter agreement from the Boy Scouts of America to operate and control the local boy scout troop. A summons and complaint has been filed in State Supreme Court and the District has appointed special counsel to respond to the claim. Although the summons and complaint does not specify a specific sum for which damages are sought, the claim could potentially cost several millions of dollars if an adverse verdict is returned against the District.

Should the plaintiffs in any of these cases be successful in their actions against the District, any liability in excess of any insurance coverage that may be available will be a District charge and would be funded either through budgetary appropriations or through the issuance of bonds.

Asbestos Claim

The District received a Notice of Claim filed on behalf of Dominic Baldi alleging that he developed lung cancer as a result of, among other things, asbestos exposure while performing telecommunications work as an outside electrical contractor at the District's High School, Middle School, Daniel Street Elementary School and Harding Avenue Elementary School from 2000 to 2001. The District's insurance carrier, NYSIR, disclaimed coverage for the Claim because NYSIR was not the District's insurer when the claimant's injuries allegedly occurred. The District conducted a General Municipal Law §50-h examination on the claimant, and the claimant subsequently filed a summons and complaint. The claimant has served approximately 40 other potential defendants with Notices of Claim for his injuries. The District has appointed special counsel to respond to the claim and a motion to dismiss has been filed. While the potential exposure to the District is unknown given the early stages of litigation, the Plaintiff's initial demand in the summons and complaint was for \$30,000.