

NOTICE OF SALE

VILLAGE OF CASSADAGA
CHAUTAUQUA COUNTY, NEW YORK

\$3,000,000 Bond Anticipation Notes, 2010 (Renewal Notes)

Telephone (315-752-0051, Ext. 1), telefax (315-752-0057) or written proposals will be received and considered by the undersigned Village Clerk/Treasurer of the Village of Cassadaga, Chautauqua County, New York, (the "Village") at the offices of Fiscal Advisors & Marketing, Inc., 120 Walton Street • Suite 600, Syracuse, New York 13202, until **12:00 P.M., Prevailing Time, on the 3rd day of August, 2010** for the purchase in Federal Funds, at not less than par and accrued interest of the Village's \$3,000,000 Bond Anticipation Notes, 2010 (the "Notes") to be dated August 13, 2010 and maturing August 12, 2011, with interest payable at maturity. The Notes are to be issued without option of prior redemption.

Principal of and interest on the Notes are payable at maturity in lawful money of the United States of America (Federal Funds) at such bank(s) or trust company(ies) located and authorized to do business in the State of New York, as may be determined by such successful bidder(s). Paying agent fees, if any, are to be paid by the purchaser(s). The Notes will be issued in registered form in the denominations of \$5,000 each or multiples thereof, as may be designated by the purchaser(s), as stated below.

The purchaser(s) shall have the option of having the Notes registered in the name(s) of the purchaser(s) or registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. If the Notes are to be issued in the names of the purchaser(s), principal of and interest on the Notes will be payable in Federal Funds at maturity at such bank(s) or trust company(ies) located and authorized to do business in the State of New York as may be selected by the successful bidder(s). Paying agent fees, if any, are to be paid by the purchaser(s).

If the purchaser(s) requests the Note to be registered in the name of Cede & Co., the Village will act as paying agent for the Notes. The Village contact information is as follows: Ms. Roxanne Astry, Village Clerk/Treasurer, 22 Mill Street, Cassadaga, New York 14718; telephone: (716) 595-3007, telefax: (716) 595-3007, Email: villcass@netsync.net.

The Notes will constitute general obligations of the Village. The Village has pledged its faith and credit for the payment of the principal of and interest on the Notes and, unless paid from other sources, the Notes are payable from *ad valorem* taxes which may be levied upon all the taxable real property within the Village, without limitation as to rate or amount. Without impairing in any way the Village's pledge of its full faith and credit referred to above, it is the Village's stated intention that the first source of funding for debt service, operations and maintenance and other costs associated with the water system project being financed in part by the Notes will be the payments that the Village anticipates receiving from the users of such system pursuant to water rate schedules that will be established by the Village from time to time.

Each bid may be for all or any portion of the Notes and state a single rate of interest therefor in a multiple of 1/100 or 1/8 of one per centum per annum. Interest will be calculated on the basis of a 360-day year and a 30-day month. Any bidder(s) may submit two separate bids at different rates of interest. Each bid must be for not less than the par value of the Notes bid for. All or none bids will be rejected.

The Notes will be awarded to the bidder(s) offering the lowest net interest cost, that being the rate of interest which will produce the least interest cost over the life of the Notes, after accounting for the premium offered, if any. If two or more bids offering to purchase the Notes at the same lowest net interest rate are received, an award will be made first on the basis of the greatest par value principal amount bid for, and if tied as to the par value amount, then by lot from among such lowest bids. In any event, the award of the Notes will be made on the basis of the bid or combination of bids offering to purchase the Notes on terms most favorable to the Village. The right is reserved by the Village to reject any and all bids, and any bid not complying in all material respects with this Notice of Sale will be rejected.

The Notes will be delivered in New York City, or as may be otherwise agreed with the purchaser(s), on or about August 13, 2010. The purchase price of the Notes, in accordance with the purchaser's(s') bid(s), shall be paid in Federal Funds or other funds available for immediate credit on the delivery date.

If the purchaser(s) notifies Bond Counsel by 3:00 P.M., Prevailing Time on the date of sale, the Notes may be issued in the form of book-entry-only notes, in the denominations corresponding to the aggregate principal amount of each Note bearing the same rate of interest and CUSIP number. In the event that the Purchaser(s) choose registered book-entry-only notes, as a condition to delivery of the Notes, the successful bidder(s) will be required to cause such note certificates to be (i) registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and (ii) deposited with DTC to be held in trust until maturity. DTC is an automated depository for securities and clearinghouse for securities transactions, and will be responsible for establishing and maintaining a book-entry system for recording the ownership interests of its participants, which include certain banks, trust companies and securities dealers, and the transfers of the interests among its participants. The DTC participants will be responsible for establishing and maintaining records with respect to the Notes. Individual purchases of beneficial ownership interests in the Notes may only be made through book entries (without certificates being issued by the Village) made on the books and records of DTC (or a successor depository) and its participants, in denominations of \$5,000 or integral multiples thereof. Principal of and interest on the Notes will be payable by the Village by wire transfer or in clearinghouse funds to DTC or its nominee as registered owner of the Notes. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The Village will not be responsible or liable for payments by DTC to its participants or by DTC participants to beneficial owners or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

As a condition to a purchaser's obligation to accept delivery of and pay for the Notes, each such purchaser will be furnished, without cost, the following, dated as of the date of the delivery of and payment for the Notes: (i) a certificate of the Village Treasurer certifying that (a) as of the date of the Official Statement furnished by the Village in relation to the Notes, such Official Statement did not contain any untrue statements of material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, subject to the condition that while information in such Official Statement obtained from sources other than the Village is not guaranteed as to accuracy, completeness or fairness, he/she has no reason to believe and does not believe that such information is materially inaccurate or misleading, and (b) to his/her knowledge, since the date of such Official Statement, there have been no material transactions not in the ordinary course of affairs entered into by the Village and no material adverse changes in the general affairs of the Village or in its financial condition as shown in such Official Statement other than as disclosed in or contemplated by such Official Statement (ii) a Closing Certificate, constituting a receipt for the Note proceeds and a signature certificate, which will include a statement that no litigation is pending, or to the knowledge of the signers, threatened affecting the Notes, (iii) a nonarbitrage certificate executed on behalf of the Village which will include, among other things, covenants, relating to compliance with the Internal Revenue Code of 1986 (the "Code"), with the owners of the Notes that the Village will, among other things, (A) take all actions on its part necessary to cause interest on the Notes not to be includable in the gross income of the owners thereof for federal income tax purposes, including without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Notes and investment earnings thereon, making required payments to the Federal Government, if any, and maintaining books and records in a specified manner, where appropriate, and (B) refrain from taking any action which would cause interest on the Notes to be includable in the gross income of the owners thereof for Federal income tax purposes, including, without limitation, refraining from spending the proceeds of the Notes and investment earnings thereon on certain specified purposes; (iv) an "Undertaking to Provide Notice of Material Events" of the Village, executed by the Village Treasurer, stating that the Village has agreed, in accordance with the Rule, to provide or cause to be provided, timely notice of the occurrence of certain material events with respect to the Notes and (v) the unqualified legal opinion as to the validity of the Notes of Hodgson Russ LLP, Bond Counsel, of Buffalo, New York. Reference should be made to such Official Statement for a description of the scope of Bond Counsel's engagement in relation to the issuance of the Notes and matters covered by such legal opinion.

The Notes will be designated as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code.

Following the sale of the Notes, each successful bidder will be required to provide to the Village certain information regarding the reoffering price to the public of the Notes. Such bidder shall furnish to the Village a certificate acceptable to Bond Counsel, dated as of the day of closing for the Notes, stating the initial prices at which a bona fide public offering of all of the Notes was made and stating that 10% or more of the Notes were in fact sold to the public (excluding bond houses, brokers and other intermediaries) at or below such initial respective public offering prices. Such certificate shall state that it is made on the best knowledge, information and belief of such bidder after appropriate investigation.

Any party executing and delivering a bid for the Notes agrees, if its bid is accepted by the Village, to provide to the Village, in writing, within two business days after the date of such award, all information which such successful bidder determines is necessary for it to comply with SEC Rule 15c2-12 (the "Rule"), including all necessary pricing and sale information, information with respect to the purchase of municipal bond insurance, if any, and underwriter identification. Within five business days following receipt by the Village thereof, the Village will furnish to such successful bidder, in reasonable quantities as requested by such bidder, copies of such Official Statement, updated as necessary, and supplemented to include said information. Failure by such bidder to provide such information will prevent the Village from furnishing such Official Statement as described above. The Village shall not be responsible or liable in any manner for the successful bidder(s)'s determination of information necessary to comply with the Rule, or the accuracy of any such information provided by such bidder or for failure to furnish such Official Statements as described above which results from a failure by such bidder to provide the aforementioned information within the time specified. Acceptance by such bidder of such final Official Statements shall be conclusive evidence of the satisfactory completion of the obligations of the Village with respect to the preparation and delivery thereof.

Dated: July 27, 2010

ROXANNE ASTRY
Village Clerk/Treasurer

PROPOSAL FOR NOTES

**SALE: AUGUST 3, 2010
12:00 PM, PREVAILAING TIME**

Ms. Roxanne Astry, Village Clerk/Treasurer
Village of Cassadaga
Chautauqua County, New York
c/o Fiscal Advisors & Marketing, Inc.
120 Walton Street • Suite 600
Syracuse, New York 13202
Telephone # 315-752-0051, Ext. 1
Telefax # 315-752-0057

\$3,000,000 Bond Anticipation Notes, 2010 (Renewal Notes)

Date: August 13, 2010

Maturity: August 12, 2011

Dear Ms. Astry:

(1) For \$ _____ of the Notes of the Village as described in the Notice of Sale annexed hereto, we hereby offer to pay (\$ _____) and accrued interest from the date of the Notes to the date of delivery thereof, for Notes bearing interest at the rate (expressed in a multiple of one-eighth or one-hundredth of one per centum of (_____ %) per annum.

(2) For \$ _____ of the Notes of the Village as described in the Notice of Sale annexed hereto, we hereby offer to pay (\$ _____) and accrued interest from the date of the Notes to the date of delivery thereof, for Notes bearing interest at the rate (expressed in a multiple of one-eighth or one-hundredth of one per centum of (_____ %) per annum.

The following is our computation of net interest cost, made as provided in the above mentioned Notice of Sale, but not constituting any part of the foregoing proposal for the purchase of the Notes.

(1) For \$ _____	Bid at _____%	(2) For \$ _____	Bid at _____%
Gross Interest	\$ _____	Gross Interest	\$ _____
Premium Bid Over Par	\$ _____	Premium Bid Over Par	\$ _____
Net Interest Cost	\$ _____	Net Interest Cost	\$ _____
Effective Net Interest Rate	_____%	Effective Net Interest Rate	_____%

In the event we are awarded all of or any portion of such Notes, we will promptly notify you as to how the Notes should be registered, in accordance with the terms of the Notice of Sale.

Print Name of Bidder

Bank/Institution

Telephone () _____

Telecopier () _____

Email _____