

HEIDELBERG TOWNSHIP,

York County, Pennsylvania

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ORDINANCE NO. 2026-04

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AN ORDINANCE INCREASING THE INDEBTEDNESS OF HEIDELBERG TOWNSHIP, YORK COUNTY, PENNSYLVANIA BY DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION NOTE IN THE MAXIMUM PRINCIPAL AMOUNT OF \$497,000.00 TO BE ISSUED TO THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION, AT PAR PURSUANT TO THE LOCAL GOVERNMENT UNIT DEBT ACT, TO PROVIDE FUNDS FOR A CAPITAL PROJECT THAT CONSISTS OF ROADWAY CONSTRUCTION AND RELATED STORMWATER IMPROVEMENTS ON HIGH ROCK ROAD AND LAUREL WOODS LANE IN THE TOWNSHIP, AND PAYING RELATED COSTS, FEES AND EXPENSES; ACCEPTING A CERTAIN PROPOSAL FOR THE PURCHASE OF SUCH NOTE, AT PRIVATE SALE; SPECIFYING THE REALISTIC USEFUL LIFE OF SAID PROJECT; AUTHORIZING AND DIRECTING APPROPRIATE OFFICERS OF THE TOWNSHIP TO TAKE CERTAIN ACTIONS AND TO EXECUTE CERTAIN DOCUMENTS REQUIRED BY THE PENNSYLVANIA LOCAL GOVERNMENT UNIT DEBT ACT FOR APPROVAL OF THE GENERAL OBLIGATION DEBT; APPROVING THE SUBSTANTIAL FORM, MAXIMUM PRINCIPAL AMOUNTS, DATE, INTEREST MATURITY, AND SOURCES OF PAYMENT OF SAID OBLIGATION, SECURED BY THE GENERAL REVENUES OF THE TOWNSHIP AND PLEDGING THE FULL FAITH, CREDIT, AND TAXING POWER OF THIS TOWNSHIP IN SUPPORT THEREOF; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND PROVIDING FOR REPEAL OF ALL INCONSISTENT ORDINANCES OR PARTS OF ORDINANCES; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

WHEREAS, Heidelberg Township (the "TOWNSHIP") is a political subdivision of the Commonwealth of Pennsylvania (the "Commonwealth") and is a "local government unit" under provisions of the "Local Government Unit Debt Act", 53 Pa.C.S.A. §8001 et. seq. (the "Act"); and

WHEREAS, the TOWNSHIP owns roadways located in the corporate limits of Heidelberg Township; and

WHEREAS, the TOWNSHIP has determined to undertake certain roadway construction and related stormwater improvements on High Rock Road and Laurel Woods Lane in the Township and paying related costs, fees and expenses of said capital improvements (the "Project"); and

WHEREAS, the TOWNSHIP has received preliminary realistic cost estimates from professional consultants indicating the sum of \$497,000.00 will be needed to complete the Project; and

WHEREAS, the TOWNSHIP has determined that the Project will be funded with currently available funds and the issuance of a general obligation note; and

WHEREAS, the Commonwealth of Pennsylvania, Department of Transportation (the "Lender"), through its Pennsylvania Infrastructure Bank ("PIB"), has approved funding for the Project, subject to among other things, approval of general obligation proceedings under the Act; and

WHEREAS, the proposed increase of debt, together with its non-electoral indebtedness and its lease rental indebtedness presently outstanding, will not cause the limitations of the local government unit debt-incurring power, pursuant to constitutional and statutory authority, to be exceeded;

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED**, by the Board of Supervisors of Heidelberg Township, York County, Pennsylvania, as follows:

#### ARTICLE I

**SECTION 1.01.** The above recitals are incorporated herein by reference.

**SECTION 1.02.** The Board of Supervisors of this TOWNSHIP hereby authorizes and directs the issuance of a general obligation note of this TOWNSHIP, as provided in Section 2.01 hereof and as permitted by the Pennsylvania Local Government Unit Debt Act, 53 Pa.C.S.A. §8001 et. seq. (the "Act"), pursuant to this Ordinance (the "Ordinance") to provide funds for and towards the Project, as such costs are permitted and defined in Section 8007 of the Act.

**SECTION 1.03.** The TOWNSHIP specifies that the realistic, estimated, useful life of the Project is in excess of twenty-five (25) years. The estimated completion date of the Project is November 30, 2026. The initial principal installment payment date on the Note is due the first day of the month following the annual anniversary of the issuance of the Note which satisfies the requirements of Section 8124(c) of the Act.

**SECTION 1.04.** The TOWNSHIP hereby declares, for purposes of the Act, that it has obtained realistic cost estimates from professional engineers or other persons qualified by experience, setting forth the costs related to the Project, which estimated costs is the sum of \$497,000.00.

#### ARTICLE II

**SECTION 2.01.** The TOWNSHIP authorizes and directs, as permitted by the Act, the issuance of a general obligation note of this TOWNSHIP, in the maximum principal amount

of \$497,000.00, to be designated generally as the “2026 General Obligation Note” (the “Note”), to the Lender, in accordance with the Act, for purposes of the Project, and hereby determines that the debt to be incurred hereby, of which debt the Note shall be evidence, shall be new nonelectoral debt of this TOWNSHIP. The Note shall bear interest at the fixed rate of 4.250% for the ten (10) year term of the Note.

**SECTION 2.02.** The TOWNSHIP covenants to and with the Lender and such other holders, from time to time, of the Note that this TOWNSHIP shall do the following: (i) include the amount of the debt service for the Note, for each fiscal year of this TOWNSHIP in which such sums are payable, in its budget for that fiscal year; (ii) appropriate such amounts from its tax and other general revenues for the payment of such debt service; and (iii) duly and punctually pay or cause to be paid from the sinking fund created pursuant to Section 2.07 hereof, or any other of its revenue or funds, the principal and interest on the Note, at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, this TOWNSHIP does pledge, irrevocably, its full faith, credit, and taxing power. The foregoing covenant of this TOWNSHIP shall be specifically enforceable.

**SECTION 2.03.** The Note, when issued, will be a general obligation of this TOWNSHIP.

**SECTION 2.04.** The TOWNSHIP shall and does accept the Commitment Letter of the Lender (the “Commitment”), for purchase of the Note at par with the maximum purchase price of \$497,000.00, and the Note shall be and is awarded to the Lender in accordance with the terms and conditions of the Commitment, at private sale by negotiation and any prior acceptance of the Commitment is hereby ratified, approved, and confirmed. This TOWNSHIP finds that a private sale by negotiation is in the best financial interest of this TOWNSHIP.

**SECTION 2.05.** The form of the Note together with the Lender’s Loan Agreement #521338 shall be substantially as set forth in Exhibit “A”, which is attached hereto and made a part hereof, with appropriate insertions and variations. The Note shall be in the denomination, shall be subject to redemption, shall bear interest at the rates per annum, and shall be payable in monthly amortized installments of principal and interest in the amounts and on the dates substantially set forth in said form of the Note and in the schedule set forth as Exhibit “B”, which is attached hereto and made a part hereof.

**SECTION 2.06.** The Note shall be executed in the name of and on behalf of this TOWNSHIP by the manual signature of the Chairman or Vice Chairman of the Board of Supervisors of this TOWNSHIP, and the official seal of this TOWNSHIP shall be affixed thereto and the manual signature of the Secretary or Assistant Secretary shall be affixed thereto in attestation thereof; and said officers are authorized to execute and attest the Note.

**SECTION 2.07.** There is created, pursuant to Section 8221 of the Act, a sinking fund for the Note, to be known as “Sinking Fund – 2026 General Obligation Note” (the “Sinking Fund”), which Sinking Fund shall be administered in accordance with applicable provisions of the Act.

**SECTION 2.08.** The TOWNSHIP appoints the PNC Bank of Hanover, Pennsylvania (the “Bank”), as the sinking fund depository with respect to the Sinking Fund. Appropriate officers of this TOWNSHIP are authorized and directed to contract with the Bank for its services as paying agent with respect to the Note and as sinking fund depository in connection with the Sinking Fund.

**SECTION 2.09.** The TOWNSHIP covenants to make payments out of the Sinking Fund, or out of any other of its revenues or funds, at such times and in such amounts as shall be sufficient for prompt and full payment of all obligations of the Note when due.

**SECTION 2.10.** The Chairman or Vice Chairman of the Board of Supervisors and the Secretary or Assistant Secretary, respectively, of this TOWNSHIP, which shall include their duly qualified successors in office, if applicable, are authorized and directed, as required, necessary and appropriate: (i) to prepare, to certify, and to file with the Department of Community and Economic Development of the Commonwealth (the “Department”) the debt statement required by Section 8110 of the Act; (ii) to prepare for filing with the Department an appropriate borrowing base certificate as required by Section 8110 of the Act; (iii) to prepare and to file the application with the Department, together with a complete and accurate transcript of the proceedings for the required approval relating to the debt, of which debt the Note, upon issuance, will be evidence, as required by Section 8111 of the Act; (iv) to pay or cause to be paid to the Department all proper filing fees required in connection with the foregoing; and (v) to take other required, necessary and/or appropriate action.

**SECTION 2.11.** It is declared that the debt to be incurred hereby, together with any other indebtedness of this TOWNSHIP, is not in excess of any limitation imposed by the Act upon the incurring of debt by this TOWNSHIP.

### ARTICLE III

**SECTION 3.01.** The TOWNSHIP authorizes the execution and delivery of all other agreements, documents, certificates, and related instruments necessary or appropriate to issue and deliver the Note to the Lender (this Ordinance, the Note, the Loan Agreement, and all other agreements, documents, certificates, and instruments to be executed and delivered concurrently with the issuance of the Note are collectively referred to herein as “Loan Documents”), and authorizes the taking of all actions necessary and required under the provisions of the Loan Documents.

**SECTION 3.02.** The forms, terms, and conditions of the Loan Documents, substantially in the forms submitted to this meeting, are hereby approved. The Chairman or Vice Chairman of Board of Supervisors of this TOWNSHIP is hereby authorized to execute all documents necessary to effectuate the issuance of the Note, subject to such changes and modifications, if any, as may be approved by such officers, the execution of such documents to constitute conclusive evidence of such approval, and the Secretary or Assistant Secretary of this TOWNSHIP is hereby authorized to cause the official seal of the TOWNSHIP to be affixed thereto and to attest to the same. Appropriate officers of this TOWNSHIP are further

authorized to acknowledge the same, as appropriate, on behalf of this TOWNSHIP and to deliver said documents to the Lender.

**SECTION 3.03.** The Note shall be repaid at the times and in the amounts and is subject to early repayment all as set forth in the Loan Documents. The Note shall be “outstanding” hereunder as, when, and if issued hereunder until such time as (a) the Sinking Fund has been paid in full; (b) money for payment of same has been deposited in the Sinking Fund; or (c) the same no longer is “outstanding” as defined in the Act.

**SECTION 3.05.** Upon receipt, the proceeds of the Note shall be applied by this TOWNSHIP under the terms and conditions set forth in the Loan Documents.

**SECTION 3.06.** Appropriate officers of this TOWNSHIP are hereby authorized, empowered, and directed on behalf of this TOWNSHIP to execute any and all paper and documents and to do or cause to be done any and all acts and things necessary or proper for the execution and carrying out of this Ordinance and the Loan Documents.

**SECTION 3.07.** In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of this TOWNSHIP that such remainder shall be and shall remain in full force and effect.

**SECTION 3.08.** All ordinances or parts of ordinances that are inconsistent herewith shall be and the same expressly are repealed.

**SECTION 3.09.** This Ordinance shall be effective in accordance with the Act.

**[SIGNATURES ON FOLLOWING PAGE]**

**DULY ENACTED AND ORDAINED**, this 4 day of February, 2026, by the Board of Supervisors of Heidelberg Township of, in lawful session duly assembled.

HEIDELBERG TOWNSHIP  
York County, Pennsylvania

By:   
Chairman of Board of Supervisors

ATTEST:

  
Secretary

(SEAL)

DULY EXAMINED AND APPROVED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor, Kenneth "Ken" LaSota, of Heidelberg Township  
York County,  
Pennsylvania

ORDINANCE

EXHIBIT "A"

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FORM OF NOTE

**Exhibit B**

**PROMISSORY NOTE**

FOR VALUE RECEIVED, Heidelberg Township ("Maker"), does hereby promise to pay to the order of the Commonwealth of Pennsylvania, Department of Transportation ("Payee") at its office at Harrisburg, Pennsylvania, the principal amount of \$497,000.00 in lawful money of the United States of America and in 10 consecutive annual principal and interest payments in accordance with a payment schedule to be provided by the Payee, each payable with interest at a rate per annum set forth in the Loan Agreement between the Maker and the Payee made contemporaneously with this Note.

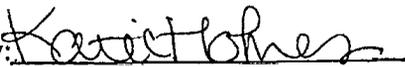
This Note is the Promissory Note to which reference is made in the Loan Agreement No. 521338, between the Maker and the Payee and is subject to the terms of the Loan Agreement.

Heidelberg Township

By:  Date: 11/15/2026

Print Name: Tim Hansen  
Title: Chairman

Attest:

By: 

Print Name: Katie Holmes  
Title: Secretary

ORDINANCE

EXHIBIT "B"

\_\_\_\_\_LOAN AMORTIZATION SCHEDULE\_\_\_\_\_

**Borrower:** Heidelberg Township

**Loan Information**

Loan Amount	\$ 497,000
Annual Interest Rate	4.25%
Compound Period	Monthly
Term (Length) of Loan	10 yrs
Est. First Payment Date	7/31/2026
Payment Frequency	Annual
Payment Type	End of Period
Interest-Only Period	yrs

**Summary**

Rate (per period)	4.334%
Number of Payments	10
Est. Total Payments	\$ 622,979.64
Est. Total Interest	\$ 125,979.64

Est. Interest-Only Payment(s) \$21,538.85  
 Annual Payment \$62,297.96

**Amortization Schedule**

Rounding On

No.	Due Date	Payment	Additional Payment	Interest	Principal	Balance
						\$497,000.00
1	7/31/26	62,297.96		21,538.85	40,759.11	456,240.89
2	7/31/27	62,297.96		19,772.44	42,525.52	413,715.37
3	7/31/28	62,297.96		17,929.48	44,368.48	369,346.89
4	7/31/29	62,297.96		16,006.65	46,291.31	323,055.58
5	7/31/30	62,297.96		14,000.49	48,297.47	274,758.11
6	7/31/31	62,297.96		11,907.39	50,390.57	224,367.54
7	7/31/32	62,297.96		9,723.58	52,574.38	171,793.16
8	7/31/33	62,297.96		7,445.12	54,852.84	116,940.32
9	7/31/34	62,297.96		5,067.93	57,230.03	59,710.29
10	7/31/35	62,298.00		2,587.71	59,710.29	0.00