

## FAQs

### Proposed Facility Updates for West Pikeland Police

#### Open Space

1. **Question:** How will the township determine what, if any, Open Space Funds can be used if we move forward with purchasing 1001 Kimberton Road?

**Answer:** During the diligence period the township will work with its experts to determine the value of the entire parcel and also the two lots arising from the subdivision. The same organization(s) who perform valuations for Open Space when the township buys, eases or conserves property will assist the township in determining what amount of Open Space funds can be allocated to this purchase.

2. **Question:** Will the Agreements require that the property be subdivided *prior* to closing?

**Answer:** The expectation at this time is that the lot will be subdivided prior to closing on the deal.

#### Environmental

1. **Question:** What environmental due diligence is being conducted?

**Answer:** While not required, a supplemental Phase 1 study is currently underway to determine if there has been any subsequent contamination after the issuance of the Final Report by the PA DEP in 2018.

#### Public Transparency and the Sunshine Act

1. **Question:** Do the Supervisors need to share everything about the potential agreements publicly available before they sign any agreements?

**Answer:** The supervisors are required to share the final agreements and have all final deliberations and votes in an open public meeting. The Second-Class Township Code allows an exception for discussion to occur in Executive Sessions when they are specific to certain topics. Real estate is one of the topics which is permitted under this exception.

2. **Question:** Will any final decisions be made in Executive Sessions or will there be a public discussion and vote before any agreements, including the Letter of Intent, are signed?

**Answer:** All final discussions, deliberations and decisions will be made in open public Board of Supervisors' meetings.

3. **Question:** How will the residents remain informed and how can they advise the board?

**Answer:** Updates will be shared at Board of Supervisor meetings and on the township website. Residents are encouraged to attend the bi-monthly Board of Supervisors meetings or to visit the township office Monday - Thursday 9:00am - 4:00pm. Emails can be sent to [office@westpikeland.com](mailto:office@westpikeland.com). The phone number is 610-590-5300.

### **Rental Space in new sites**

- 1. Question:** Does the township plan to have rental space at both potential new sites, Walnut Lane and 1001 Kimberton Road?

**Answer:** There are no plans to build additional space for renting out at Walnut Lane. The topography of the land in Walnut Lane Park is currently an unknown and expanding the size of the building beyond what the township needs could result in the township incurring additional risk for unanticipated expenses.

- 2. Question:** Does the township know who the renter would be?

**Answer:** The township is exploring several options for potential tenants for the available space in the building on Kimberton Road. Currently, the township does not own that space and therefore cannot offer it to potential tenants.

### **Letter of Intent**

- 1. Question:** What is a Letter of Intent?

**Answer:**

A letter of intent (LOI) is a written document outlining a preliminary understanding or intention between parties before a formal contract is executed. An LOI is not usually a binding contract unless it explicitly states otherwise. Its primary function is to outline the intentions, key terms and conditions and to provide a framework for drafting the formal agreement(s). Certain provisions in an LOI, such as Confidentiality, may be legally enforceable if drafted to provide a particular protection to the parties.

- 2. Question:** Will the township lose money if they back out of the deal after signing a Letter of Intent?

**Answer:** A Letter of Intent is usually non-binding. In some instances, one party may put a specified amount of money in escrow to demonstrate that they are acting in good faith and are moving forward with the intent to eventually enter into a binding agreement but if certain agreed upon conditions are not met, they can exit the deal and recover the escrowed money.