



RECEIVED
CITY CLERK

2025 JUN 3 P 2:17

CITY OF AMESBURY, MA

CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-FIVE

SPONSORED BY: Kassandra Gove **BILL No. 2025- 072**
Kassandra Gove, Mayor

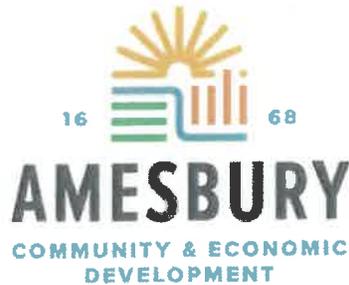
An Order that \$211,935.00 is appropriated from the Receipts Reserved for Real Estate Proceeds Fund (239 4193) to purchase the land and building located at 128 Kimball Road, Amesbury, for the purpose of using the property for water supply protection, passive use recreational area, and conservation purposes, including the payment of all costs incidental and related thereto;

Summary: This order will authorize the Mayor to acquire the land referenced above for use as water supply protection and passive recreational park purposes, and appropriate funds to pay costs of the purchase, which appropriation would be met with a transfer from the Receipts Reserved for Real Estate Proceeds Fund (239 4193). Pursuant to G.L. c. 44, the order must be passed by at least a two-thirds vote of the entire membership of the City Council.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:

That the Mayor is authorized to acquire by purchase, gift, and/or eminent domain, on such terms and conditions as the Mayor deems in the best interest of the City, a parcel of real property located at 128 Kimball Road, Amesbury, Massachusetts, being Assessor's Tax Map 33-7, containing 8.31 acres, more or less, and described in a deed recorded with the Essex South District Registry of Deeds in Book 34372, Page 0051, together with all improvements located thereon, if any, including, but not limited to a building which has a gross square footage of approximately 1,794 square feet, for general municipal purposes, including, without limitation, for use as a water supply protection and passive recreational park purposes; that \$211,935.00 is appropriated to pay costs of such purchase, as well as for the payment of all costs incidental and related thereto, and that (i) to meet this appropriation, (i) \$211,935.00 shall be transferred from the Receipts Reserved for Real Estate Proceeds Fund (239 4193), and that (ii) a Drinking Water Supply Protection Grant has been awarded to Amesbury by the Massachusetts Executive Office of Energy and Environmental Affairs' (EEA) for \$122,661.00 which represents the maximum

60% reimbursement request allowed. The Mayor is authorized to execute any and all documents, agreements and instruments and take all other action necessary or convenient to accomplish the foregoing.



February 26, 2025

Scott Mandeville, President
City Council
City of Amesbury
62 Friend Street
Amesbury, MA 01913

Re: Archbrook Park & Conservation Area, Amesbury, MA

Dear President Mandeville:

As discussed, the Office of Community and Economic Development has coordinated with the Open Space, Natural Resources and Trails Committee, the Conservation Commission, and the owner of 128 Kimball Road to negotiate a Letter of Intent (see Exhibit 1) for the acquisition of the property. Our agreement proposes to pay \$200,000 for the property. The primary purpose of the acquisition is for water resource protection, and we also are seeking to reuse the property for passive recreational purposes (see Exhibit 2).

As shown in Exhibit 2, the proposed Archbrook Park and Conservation Area features an 8.3-acre forest with over 400' of shoreline along the Powwow River. Benches are located on the riverbank. The 0.25-mile trail makes a short loop from the parking area to the river and back. Paddlers can walk their canoes or kayaks on the path to launch their boats and enjoy a tour of the slow moving, meandering river. Downriver, it flows through the 385-acre Woodsom Farm, winds through historic Jeweltowne in South Hampton, New Hampshire and then flows past the Camp Kent Environmental Center into Lake Gardner, a popular kayaking and swimming destination. Upstream, the river turns north into New Hampshire from Tuxbury Pond. This stretch of the river can only be traversed during high water by canoe or kayak.

In the early 19th century, Lake Attitash, Meadowbrook Pond, and the Powwow River once served as a power source for the Hamilton Woolen Company and their textile mills located in downtown Amesbury. Construction of the Archbrook Dam and Control Structure was integral to controlling water flows to the woolen mills.

In pursuing state funding through the Drinking Water Supply Protection Grant Program, administered by the Executive Office of Energy and Environmental Affairs, the Amesbury Conservation Commission voted to support retaining the services of Mr. Jeremiah (Jerry) Manfra, MAI from Hunneman, Appraisal and Consulting Services. In accordance with the grant requirements, Mr. Manfra, completed a certified appraisal of the property. On February 25, 2025, we received his appraisal, and the estimated market value of the property is \$230,000 (see the Executive Summary in Exhibit 3). Thus, we are currently working with the City Attorneys to execute a final purchase and sale agreement with the property owner.

Municipal Development Center • 39 South Hunt Road • Amesbury, MA 01913
P (978) 388-8110 • oced@amesburyma.gov

MAKE HISTORY HERE



Moving ahead, we expect to submit a grant application by the March 7th deadline. As part of our application, we would respectfully request that the City Council provide a letter of support for this grant application. Under the grant, we are seeking reimbursement up to 60% of the acquisition cost (or \$120,000). Note that, if selected for funding, we will also be seeking an appropriation from the City Council for the matching funds (\$80,000) as well as additional funding needed for the proposed park improvements. Once we have a more accurate estimate of those improvement costs, we will provide that to the City Council for final approval.

If you have any questions or comments on this matter, please do not hesitate to contact me or Howard Synder, the Senior Project Manager, in the OCED. In closing, thank you for all your input and support thus far in making this project happen.

Respectfully,

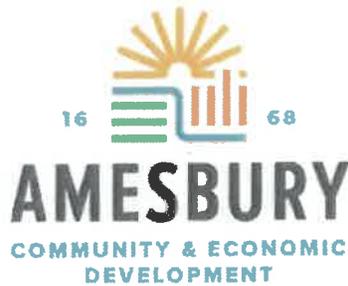
A handwritten signature in blue ink, appearing to read 'Nick Cracknell', is written over a circular stamp or watermark.

Nicholas Cracknell, AICP

Cc: Howard Synder, Senior Project Manager
Amanda Armington, Conservation and Sustainability Planner
Kassandra Gove, Mayor
Joe Buckley, DPW Director
Jessica Redfern, City Councilor - District 5
Nicholas Wheller, City Councilor - District 4

Municipal Development Center • 39 South Hunt Road • Amesbury, MA 01913
P (978) 388-8110 • oced@amesburyma.gov

MAKE HISTORY HERE



February 26, 2025

Jonathan Sherwood, Chair
Open Space, Natural Resources and Trails Committee
City of Amesbury
62 Friend Street
Amesbury, MA 01913

Re: Archbrook Park & Conservation Area, Amesbury, MA

Dear Chairman Sherwood:

As discussed, the Office of Community and Economic Development has coordinated with the owner of 128 Kimball Road to negotiate a Letter of Intent (see Exhibit 1) for the acquisition of the property. Our agreement proposes to pay \$200,000 for the property. The primary purpose of the acquisition is for water resource protection, and we also are seeking to reuse the property for passive recreational purposes (see Exhibit 2).

As shown in Exhibit 2, the proposed Archbrook Park and Conservation Area features an 8.3-acre forest with over 400' of shoreline along the Powwow River. Benches are located on the riverbank. The 0.25-mile trail makes a short loop from the parking area to the river and back. Paddlers can walk their canoes or kayaks on the path to launch their boats and enjoy a tour of the slow moving, meandering river. Downriver, it flows through the 385-acre Woodsom Farm, winds through historic Jeweltowne in South Hampton, New Hampshire and then flows past the Camp Kent Environmental Center into Lake Gardner, a popular kayaking and swimming destination. Upstream, the river turns north into New Hampshire from Tuxbury Pond. This stretch of the river can only be traversed during high water by canoe or kayak.

In the early 19th century, Lake Attitash, Meadowbrook Pond, and the Powwow River once served as a power source for the Hamilton Woolen Company and their textile mills located in downtown Amesbury. Construction of the Archbrook Dam and Control Structure was integral to controlling water flows to the woolen mills.

In pursuing state funding through the Drinking Water Supply Protection Grant Program, administered by the Executive Office of Energy and Environmental Affairs, we obtained funding support from the Amesbury Conservation Commission to retain the services of Mr. Jeremiah (Jerry) Manfra, MAI from Hunneman, Appraisal and Consulting Services. In accordance with the grant requirements, Mr. Manfra, completed a certified appraisal of the property. On February 25, 2025, we received his appraisal, and the estimated market value of the property is \$230,000 (see the Executive Summary in Exhibit 3). Thus, we are currently working with the City Attorneys to execute a final purchase and sale agreement with the property owner.

Municipal Development Center • 39 South Hunt Road • Amesbury, MA 01913
P (978) 388-8110 • oced@amesburyma.gov

MAKE HISTORY HERE



Moving ahead, we expect to submit a grant application by the March 7th deadline. As part of our application, we would respectfully request that the Open Space, Natural Resource and Trails Committee vote to support this grant proposal. Under the grant, we are seeking reimbursement up to 60% of the acquisition cost (or \$120,000). Note that, if selected for funding, we will also be seeking an appropriation from the City Council for the matching funds (\$80,000) as well as additional funding needed for the proposed park improvements. Once we have a more accurate estimate of those improvement costs, we will provide that to you and your Committee for review prior to making a funding request from the City Council.

If you have any questions or comments on this matter, please do not hesitate to contact me or Howard Synder, the Senior Project Manager, in the OCED. In closing, thank you for all you input and support thus far in making this project happen.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Nick Cracknell', is written over a circular blue stamp.

Nicholas Cracknell, AICP

Cc: Howard Synder, Senior Project Manager
Kassandra Gove, Mayor
Jessica Redfern, City Councilor - District 5
Nicholas Wheller, City Councilor - District 4

Municipal Development Center • 39 South Hunt Road • Amesbury, MA 01913
P (978) 388-8110 • oced@amesburyma.gov

MAKE HISTORY HERE

EXHIBIT 1



February 19, 2025

Charles Daniel Swift
P.O. Box 3007
Peabody, MA 01961

Re: City of Amesbury – 128 Kimball Road

Dear Mr. Swift:

I am writing on behalf of the City of Amesbury (the "City") to you, as the owner ("Seller") of property located at 128 Kimball Road, Amesbury, containing 8.31 acres, more or less, being Assessor's Map 33, Lot 7, and described in a deed recorded with the Essex South District Registry of Deeds in Book 34372, Page 51 (the "Property"), to express the City's interest in purchasing the Property for the purposes of protecting the City's drinking water supply area and establishing a passive recreational park on the Property. The City hereby offers to purchase the Property on the terms set forth below:

1. The City hereby offers to purchase the Property for consideration of Two Hundred Thousand Dollars (\$200,000.00) (the "Purchase Price"). The City shall obtain an appraisal of the Property (the "Appraisal"), at the City's sole cost and expense, appraising the Property at a value equal to or exceeding the Purchase Price (the "Appraised Value"), failing which the City shall have the right to terminate the Agreement. If the Appraised Value exceeds the Purchase Price, and the City purchases the Property, the City shall provide a copy of the Appraisal to the Seller, and shall execute the necessary IRS document confirming a donation to the City.
2. This Offer is contingent on you, as Seller, and the City, as Buyer, entering into a mutually satisfactory Purchase and Sale Agreement within thirty (30) days from the date this Offer is accepted, which Purchase and Sale Agreement will set forth the terms and conditions of this transaction, include the Closing Conditions, which shall then become the agreement of the parties (the "Agreement"). The City will provide you with an initial draft of the Agreement within ten (10) days from the date you accept this Offer.

Mayor Cassandra Gove
City Hall • 62 Friend Street • Amesbury, MA 01913
(978) 388-8121 • govek@amesburyma.gov

MAKE HISTORY HERE

- (h) **No Brokers.** With the exception of Frank Bertolino, Seller's broker, Seller and the City will, to the extent permitted by law, defend, indemnify and hold harmless the other from any claim or liability for any broker's commission or fee that may be asserted by each other's broker; and
- (i) **Closing Adjustments.** All real estate taxes, utility bills, and other charges will be adjusted as of the Closing Date, provided, however, that since the City is exempt from taxes, if taxes are paid beyond/after the Closing Date, such amounts will not be refunded.

If the Closing Conditions are not satisfied by June 30, 2025, the City may, at its discretion, either terminate the Agreement, in which case all obligations of the parties hereto shall cease and the Agreement will be void without further effect and without recourse to the parties, or extend the Closing Date, by no more than ninety (90) days, until the Closing Conditions have been satisfied.

The foregoing is a list of some, but not all, major business terms. All terms will be set forth in the Agreement to be signed between the parties including, without limitation, other provisions customary in municipal land transactions.

THIS OFFER SETS FORTH THE PARTIES' AGREEMENT AS TO THE TIME AND MANNER FOR NEGOTIATING A PURCHASE AND SALE AGREEMENT FOR THE POTENTIAL SALE OF THE PROPERTY. UNLESS AND UNTIL SUCH AGREEMENT IS MUTUALLY EXECUTED AND DELIVERED BY THE PARTIES, NEITHER PARTY SHALL HAVE ANY OBLIGATION TO CONSUMMATE THE SALE OF THE PROPERTY.

This Offer is good until 12:00 p.m. (noon) on Friday, February 21, 2025. If you wish to accept the Offer, please sign below and mail or deliver this Offer to Office of the Mayor, Amesbury City Hall, 62 Friend Street, Amesbury, MA 01913, for receipt by the City on or before noon on Friday, February 21, 2025, or else this Offer shall be void and of no force or effect. *Time is of the essence of this Offer.*

CITY OF AMESBURY

By: 
Kassandra Gove, Mayor

SELLER'S ACCEPTANCE

This Offer is hereby accepted upon the foregoing terms and conditions this 20th day of February, 2025.

Charles D. Swift 02/21/2025
Charles Daniel Swift

EXHIBIT 2

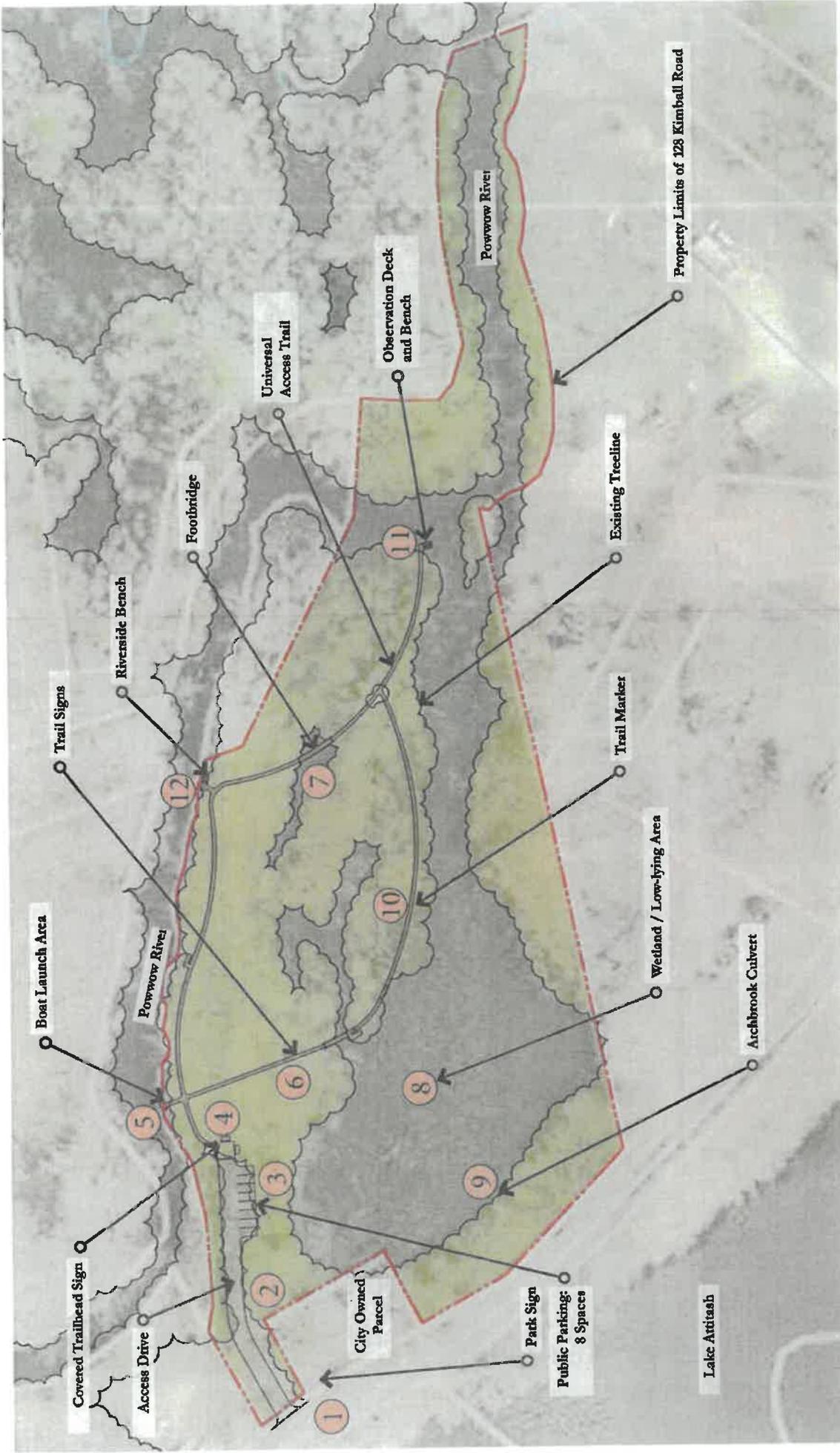


EXHIBIT 2

Archbrook Park and Conservation Area Study



1 Photo Simulation of Park Sign at Kimball Road Entrance



2 Existing Access Drive on Kimball Road Property



3 Parking Area Example -- SELT Powwow River Woodlands



4 Trailhead/Park Sign Example -- SELT Powwow River Woodlands



5 Potential Boat Launch Area on Powwow River at Kimball Road Property



6 Trail Sign Examples -- SELT Powwow River Woodlands

Archbrook Park and Conservation Area Study: Reference Images



7 Footbridge Example - SELT Powwow River Woodlands



8 Typical Wetland/Low-lying Area at Kimball Road Property



9 Archbrook Culvert at Kimball Road Property



10 Trail Marker Example - SELT Powwow River Woodlands



11 Potential Observation Deck Area at Kimball Road Property



12 Riverside Seating Area Example - SELT Powwow River Woodlands

APPRAISAL REPORT

RESIDENTIAL REDEVELOPMENT PROPERTY

PROPERTY

128 Kimball Road
Amesbury, Massachusetts 01913
Parcel Size: 8.31 Acres (361,984± Square Feet)

PROPERTY OWNER

Charles Daniel Swift
PO Box 3007, Peabody, MA 01961

VALUATION DATES

As-Is Market Value: February 18, 2025
Date of Report: February 25, 2025



PREPARED BY

Jeremiah Manfra, MAI
Hunneman
303 Congress Street, 4th Floor
Boston, MA 02210
File No: BOS-25004

PREPARED FOR

Nicholas Cracknell, Director
City of Amesbury, Office of Community and
Economic Development
39 South Hunt Road
Amesbury, Massachusetts 01913



February 25, 2025

Nicholas Cracknell, Director
City of Amesbury, Office of Community and Economic Development
39 South Hunt Road
Amesbury, Massachusetts 01913

RE: Appraisal Report
Residential Redevelopment Property
128 Kimball Road, Amesbury, Massachusetts 01913
Hunneman File No: BOS-25004

Dear Mr. Cracknell:

In accordance with our agreement, Hunneman is pleased to submit the appraisal of the referenced property that satisfies the agreed upon scope of work with the City of Amesbury, Office of Community and Economic Development. The purpose of this appraisal is to develop an opinion of the as-is market value of the fee simple estate of the subject property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinion. This letter of transmittal is not valid if separated from the appraisal report.

The property that is the subject of this appraisal is located along the Powwow River in Amesbury, Massachusetts, within Essex County. It has an address of 128 Kimball Road and is identified by the City of Amesbury as parcel identification number Map 33, Lot 7. It is more specifically described in the legal description found in the deed dated September 10, 2015, and recorded September 14, 2015, at the Southern Essex District Registry of Deeds in Book 34372, Page 51. According to the referenced deed, the title to the subject is vested in the name of Charles Daniel Swift. The subject property is comprised of an irregularly shaped parcel with, according to the property record card, 8.31 acres (361,984± square feet) of land area. The majority of the site area is wetlands. It is located in the Residence 40 zoning district within the Water Resources Protection Districts Zone A and II.

The subject site is improved with a cottage-style single-family dwelling constructed in 1945, with 1,482 square feet of gross living area. According to the property record card, it has a kitchen, two bedrooms, and one bathroom, with six rooms total. It is uninhabitable in its current condition.

This report conforms to the current Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, the Specifications for Analytical Narrative Appraisal Reports (February 13, 2015) of the Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs, and applicable state appraisal regulations.

The client of this specific assignment is the City of Amesbury, Office of Community and Economic Development. The intended use of this appraisal is to assist the client with a potential acquisition of this asset. City of Amesbury, Office of Community and Economic Development, is the only intended user of this report.



APPRAISAL & CONSULTING SERVICES

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, the concluded opinion of value is as follows:

MARKET VALUE CONCLUSION				
VALUATION SCENARIO	INTEREST APPRAISED	EXPOSURE TIME	EFFECTIVE DATE	VALUE
As-Is Market Value	Fee Simple Estate	Six to Nine Months	February 18, 2025	\$230,000

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

No Extraordinary Assumptions were made for this assignment.

HYPOTHETICAL CONDITIONS

A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

No Hypothetical Conditions were made for this assignment.

If there are any specific questions or concerns regarding the attached appraisal report, or if Hunneman can be of additional assistance, please contact the individuals listed below.

Respectfully Submitted,

HUNNEMAN

A handwritten signature in black ink that reads 'Jeremiah J. Manfra'.

Jeremiah Manfra, MAI
Executive Vice President
Certified General Real Estate Appraiser
Massachusetts License No. 75514
(617) 457-3298
jmanfra@hunnemanre.com

Part I ADMINISTRATION OF THE GOVERNMENT

Title VII CITIES, TOWNS AND DISTRICTS

Chapter 44 MUNICIPAL FINANCE

Section 63 SALE OR OTHER DISPOSAL OF REALTY; DISPOSITION OF PROCEEDS

Section 63. Whenever the proceeds of the sale or other disposal of real estate, including the taking by eminent domain by another governmental unit, but other than that acquired through tax title foreclosure, by a city, town, or district, exceed five hundred dollars, the same shall be applied to the payment of indebtedness incurred in acquiring such real estate or shall be added to the sinking fund, if any, from which said indebtedness is payable, or if no such indebtedness is outstanding may be used for any purpose or purposes for which the city, town or district is authorized to incur debt for a period of five years or more or be applied to the payment of indebtedness incurred under section 7 to purchase land, or interests in land, or to construct or enlarge buildings, including the cost of original equipment and furnishings of the buildings or enlargements, except that the proceeds of a sale in excess of five hundred dollars of any park land by a city, town, or district shall be used only by said city, town, or district for acquisition of land for park purposes or for capital improvements to park land.

