



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



August 11, 2026

Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Council State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a grant agreement (PO#1103387) to Manchester Water Works (VC# 170435-B002), Manchester NH, by extending the completion date to December 31, 2029, from December 31, 2027, and by increasing the grant limitation by \$4,190,000 to \$8,490,000 from \$4,300,000, for increased water supply capacity under the provisions of RSA 485:F, effective upon Governor and Council approval through December 31, 2029. The original grant was approved by Governor and Council on October 30, 2024, Item #80 and amended on August 27, 2025, Item #61. 35% Federal Funds, 15% Drinking Water and Groundwater Trust Fund (DWGTF) and 50% Capital Funds. This is a grant increase and time extension request.

Funding is available in the following account:

03-44-44-440030-3243-034-500161

Dept. Environmental Services, L25:1V6-SNH Water Interconnection Project, Capital Projects

FY 2027
 \$4,190,000

EXPLANATION

We are requesting approval of this amendment to provide Manchester Water Works (MWW) with additional funding and time to complete the scope of work. This funding is consistent with the appropriations made under House Bill 25 (2025), which allocated \$5M in Capital Funds for Phase 2B of the Southern NH Regional Water Interconnection Project.

MWW will use the ARPA, DWGTF, and Capital Fund grants to increase drinking water supply capacity from its Lake Massabesic Water Treatment Plant; including, but not limited to, increasing the storage volume of Lake Massabesic by increasing the Main Dam spillway elevation and making improvements to pumps, water mains, and associated infrastructure to transmit treated water from the plant to the distribution system and regional water customers. Additionally, Manchester Water Works will construct a new booster pump station to transmit flows into its Southeast Service Area as part of Phase 2 of the Southern New Hampshire Regional Water Project. The project will improve system capacity, resiliency and reliability.

To date, \$585,499 of \$4,300,000 in total grant funds have been spent. The grant amendment has been approved by the Attorney General's Office as to form, substance and execution. We respectfully request your approval of this item.

Robert R. Scott, Commissioner

**Manchester Water Works
American Rescue Plan Act (ARPA)
Drinking Water and Groundwater Trust Fund (DWGTF) Grant
Amendment #2**

This Amendment to Agreement (hereinafter called the Amendment), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (hereinafter referred to as the State), and the Manchester Water Works acting by and through their Director, Philip Crosdale (hereinafter referred to as the Grantee).

WHEREAS, pursuant to a Grant Agreement (hereinafter referred to as the Agreement) approved by the Governor and Executive Council on October 30, 2024, Item #80 the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, Amendment 1 to the Agreement was approved by Governor and Council on August 27, 2025, as Item #61 increasing the project budget to \$4,300,000 from \$3,000,000 and extending the original project deadline to December 31, 2027 from June 1, 2026.

WHEREAS, pursuant to paragraph 20 of the Agreement, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS, the State and the Grantee have agreed to amend the Agreement in certain respects; and

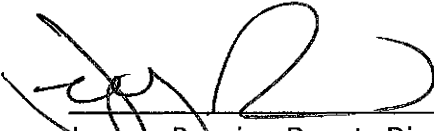
NOW THEREFORE, in consideration of the foregoing, and of the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The Grant Limitation as set forth in sub-paragraph 1.8 of the Agreement shall be changed to \$8,490,000 from \$4,300,000.
 - (B) The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed to December 31, 2029, from December 31, 2027.
 - (C) The Account Number set forth in sub-paragraph 1.6 of the Agreement shall include 03-44-44-440030-3243-034.

- (D) Delete Exhibit B and replace with Exhibit B – Amendment 2. Exhibit B – Amendment 2 is attached hereto and incorporated into this amendment and agreement by reference.
- (E) Delete Exhibit C – Amendment 1 and replace with Exhibit C – Amendment 2. Exhibit C – Amendment 2 is attached hereto and incorporated into this amendment and agreement by reference.

2. Effective Date of Amendment: This Amendment is effective on the date of Governor and Executive Council approval.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.



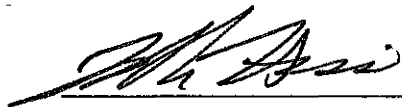
Jeremy Bouvier, Deputy Director
Manchester Water Works

8/11/26
Date



Robert R. Scott, Commissioner
Department of Environmental Services

8/13/26
Date



Assistant Attorney General
Department of Justice
Approved as to form, substance, and execution

8/12/2026
Date

Exhibit B – Amendment 2
SCOPE OF SERVICES

Manchester Water Works will use the grant funds to increase drinking water supply capacity from its Lake Massabesic Water Treatment Plant including, but not limited to, increasing the storage volume of Lake Massabesic by increasing the Main Dam spillway elevation and improvements to pumps, water mains, and associated infrastructure to transmit treated water from the plant to the distribution system and regional water customers. Additionally, Manchester Water Works will construct a new booster pump station to transmit flows into its Southeast Service Area as part of Phase 2 of the Southern New Hampshire Regional Water Project. Eligible expenses include land and easement acquisition, engineering, design, permitting, construction, and other associated costs.

As a requirement of this grant funding, Manchester Water Works is required to develop and adhere to an asset maintenance and renewal plan for the funded improvements and provide documentation supporting compliance with this requirement.

Exhibit C – Amendment 2
METHOD OF PAYMENT

NHDES shall pay to the Grantee the total reimbursable program costs for eligible drinking water improvements and related expenses not to exceed the Grant Limitation of \$8,490,000 in accordance with the following requirements:

Disbursement requests for project costs shall be made no more than once per calendar month by the Grantee using the appropriate Disbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all project-related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

The funding is a combination of an ARPA grant of \$3,000,000, a DWGTF grant of \$1,300,000, and a grant of \$4,190,000 from the Capital Fund appropriation under House Bill 25 (2025). To the greatest extent practicable, ARPA funds shall be fully disbursed prior to disbursing the DWGTF and Capital Fund grant funds, and no later than October 1, 2026. Each DWGTF disbursement will be 100% grant and the total DWGTF grant reimbursement shall not exceed the grant award of \$1,300,000. Each Capital Fund appropriation disbursement will be 100% grant and shall not exceed the grant award of \$4,190,000.

All work must be completed prior to the completion date in Section 1.7 of this Grant Agreement to be eligible for reimbursement.

Manchester Water Works
281 Lincoln Street, Manchester, NH 03103

CERTIFICATE OF VOTE

I, Gary Hamer do hereby certify that:

1. I am the Board of Water Commissioners President of the Manchester Water Works.
2. At a meeting held on July 23, 2026, the Manchester Water Works voted to accept funds and enter into a Grant Agreement with the **State of New Hampshire Department of Environmental Services** for a water system improvement project.
3. The Manchester Water Works further authorized Jeremy Bouvier, Deputy Director to execute any documents necessary to effectuate this Grant Agreement.
4. This authority has not been revoked, superseded, or amended as of the date of this certification.

IN WITNESS WHEREOF, I have hereunto set my hand as the President, Board of Water Commissioners of Manchester Water Works on July 23, 2026.

Signature: _____

Gary Hamer

Date: _____

8-23-26

Kevin J. O'Neil
Risk Manager



CITY OF MANCHESTER
Office of Risk Management
CERTIFICATE OF COVERAGE

NHDES
29 Hazen Drive
Concord, NH 03301

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:

	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
	Aggregate	2000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
	Aggregate	2000
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD

Re: For Manchester Water Works Southern NH Regional Water Project from July 29, 2026 through July 29, 2027.

Issued on the 29th of July, 2026

Kevin J. O'Neil, Risk Manager

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6503 • FAX: (603) 624-6528

TTY: 1-800-735-2964

E-Mail: koneil@manchesternh.gov • Website: www.manchesternh.gov