

**Town of Cornish
Selectmen's Meeting Minutes
Monday, June 1, 2026 6:30-8:30**

Present: Dillon Gallagher (chair), Jason Bourne, Keith Beardslee

The Chair called the meeting to order at 6:30. Board members reviewed mail, invoices and signed checks.

Board members discussed a possible hire at the recycling center.

Jason moved to accept the May minutes as amended. Keith seconded. Motion approved.

Board members discussed the paving plan Dillon has developed for this year and into the next couple of years.

Jan Lord came in to ask about progress on revising cemetery regulations to include a natural burial policy. Dillon responded the Board has just received the documents Town Counsel had reviewed and hasn't yet looked at the edits. Jason followed up with a description of procedure for changing the regulations and making them public.

The Board agreed to meet at the site of the future Cornish Library and Community Center at 3:30 pm on June 12 for a site visit of the building undergoing renovation.

Board members discussed the details of the acoustical panel delivery to the Town Hall and how phone calls to the highway department should be handled in light of the cell phone the Town has acquired for the Road Agent.

The Board decided to have the road agent request proposals from local contractors to replace the catch basin or suggest an alternative method of addressing the flow of water near the Dingleton Hill Bridge.

Jason asked if Keith had met with Erich to show him how to submit plans and reports of highway department activity. Keith responded that he had not yet had the time but anticipated he would in the near future. Board members agreed the current Board and future Boards would benefit from a system that would accurately record the what, where, when, and how of highway department activity. Dillon said the ready availability of inexpensive tablets should make it possible to begin the process of collecting data. Jason explained the limitations of using Google Forms when connectivity to the internet is unavailable (as is the case on most of the roads in Town). Board members agreed to make the attempt to develop a system that uses current technology to capture and preserve data on highway department activity.

Dillon submitted the names of three civil engineering firms the town may be able to use in the future.

Board members discussed the Gravel Road Improvement Project.

At 8:47 Keith made a motion to adjourn. Jason seconded. Motion approved.

Respectfully Submitted,
Keith Beardslee

**Town of Cornish
Selectmen's Meeting Minutes
Thursday, June 4, 2026 4:00-6:00pm**

Present: Dillon Gallagher (Chair), Jason Bourne, Keith Beardslee

BOS reviewed mail and invoices

Chair called the meeting to order at 4:00pm

Brenda Jordan thanked the Board for allowing her access to the recycling Center for the fund raising project to collect #2 plastic containers. The project sponsor will donate a "Buddy Bench" to the school when the project has collected 1000 containers. She exceeded her goal on May 30th and will work towards collecting enough containers to acquire another bench for the school. She commented on how hard the work at the recycling center is. The work is made much more difficult because some people do not sort their recycling properly and dump what amounts to trash in the dumpster designated for plastic. The recycling center workers then have to "dumpster dive" to sort out the recyclables. She gave each of the Board members a letter of appreciation in which she detailed her observations at the recycling center.

Steve Monette has taken on the leader position at the recycling center. He met with the Board and expanded on the difficulties created by residents who don't sort their plastic recycling according to the guidelines. It takes one person full time to do the sorting that residents are too lazy to do themselves. He reiterated the need for additional help at the recycling center and the Board approved his recommendation for an additional person on a trial basis. The Board also approved putting up a Help Wanted sign and changing the location of some signage at the entrance of the Recycling Center. Steve informed the Board that he can't locate the operating plan for the recycling center. It is supposed to be kept on site. The Board suggested he contact Concord; explain the reason the map can't be found and request a copy.

He reported on activity maintaining Town Cemeteries and buildings and grounds. He asked permission to remove a display that has been in position in Edminster Cemetery for a number of years. It does not appear to be associated with a gravestone or plaque. Cemetery regulations state all displays must be removed before Winter. The Board authorized him to remove the display and pack it in a clearly marked box and store it. Steve asked the Board to approve a policy requiring displays be confined to an area no more than an 18" from a plaque or head stone. Display larger than that make mowing and trimming difficult. He suggested a formal policy regarding the burial of cremation urns. He suggested a charge of \$125 with the check made out to the Town, and the cemetery crew charge a flat rate of 6 man hours (2 men, 3 hrs.).

Steve needs help mowing and trimming next week as Don will be unavailable. The Board approved his recommendation for an additional person to fill the position on a temporary basis.

The Board agreed to change its site visit to the building site of the future Cornish Library and Community Center from June 12 to June 11 at 3:30.

The Board received an application for the extension of a building permit. The permit does not need an extension because construction is ongoing.

Board members discussed the options for filling the vacant Sexton position and the necessity of having both written procedures and catching up on documentation.

Upon reviewing the RSA governing repurchasing tax deeded property by a former owner, the Chair will ask Administrative Assistant to follow through with the necessary steps.

Dillon mentioned a possible issue that may arise with a driveway under construction as it relates to the conditions set forth by the Planning Board when it approved the subdivision. He will look at the property file.

Board members discussed drafts of two penalty notices to be issued for failure to abate Zoning Ordinance violations. The Chair will send them to Town Counsel for review.

Board members discussed the amount of base material needed for GRIP. In order to install base material, existing road bed will have to be removed to avoid raising the road elevation too much. Dillon will contact a source at NH T2.

Board members continued the discussion about developing a way to capture data from highway department activities.

At 6:25 Keith made a motion to adjourn. Jason seconded. Motion approved.

Respectfully Submitted
Keith Beardslee

**Town of Cornish
Selectmen's Meeting Minutes
Monday, June 8, 2026 6:30-8:30**

Present: Dillon Gallagher (Chair), Jason Bourne, Keith Beardslee

The Chair called the meeting to order at 6:31. Board members reviewed mail, invoices and signed checks.

Bill Wall drew the Board's attention to an article in a newspaper about the possible purchase of Seabrook by an out of state entity.

Marie DeRusha gave each Board members a copy of questions from residents she has compiled about the current renovation of the building slated to be the Cornish Library and Community Center.

The mail folder contained a letter from Dale Lawrence writing in her capacity as Town 911 liaison stating that given the observed changes to two driveway entrances on North Parsonage Road, she would not submit an application to the State for a 911 number until authorized by the Select Board to do so. The Board reviewed the subdivision approval that created the lots and noted that the driveway, as observed from the North Parsonage Road public right of way doesn't appear to comply with the conditions stipulated by the Planning Board in granting the subdivision approval.

Jason suggested the Board should inform the property owner the driveway cannot receive a 911 number until the discrepancy between the conditions set forth by the Planning Board in granting the subdivision and the current driveway construction activity are resolved.

Administrative Assistant Mary Curtis will contact the propane supplier for the Town Office and request a technician perform an inspection certify the safety of the boiler in order to comply with State regulations.

The Chair will contact NHMA regarding whether property taxes should be included on tax deeded property for that period of time the Town owned the property but which the former owner now wishes to repurchase.

The Board called Jacob Simino, the Cornish Fair Association liaison and requested 1. a copy of the original lease between the Fair Association and the Town regarding the use of CREA property for parking during the Fair made in 2009 and 2. a copy of the extension of that lease made in 2019. The Fair needs to locate additional parking and Jacob, on behalf of the Fair Association had early approached the Select Board and the Conservation Commission requesting permission to amend the agreement to allow for parking on the baseball diamond and the soccer field. Jacob said he will bring the documents to the Town Office for copies to be made along with proposed language to be included, should permission be granted, that obligates the Fair Association to return both playing fields to their original or better condition after each time they are used for Fair parking.

Board members agreed that upgrading security at the highway garage is a good idea and discussed options and costs.

Dillon suggested the other Board members look at an app he has found that may be useful in recording highway department activity.

He also reported on pricing for the paving project and that he had not heard back from his contact at UNH T2 regarding an ideal amount of gravel base for the road rebuild project.

At 8:43 Jason moved to adjourn the meeting. Keith seconded. Motion approved.

Respectfully submitted,
Keith Beardslee

**Town of Cornish
Selectmen's Meeting Minutes
Thursday, June 11, 2026 3:30-6:00 pm**

Present: Dillon Gallagher Chair, Jason Bourne, Keith Beardslee

The Select Board met at the building undergoing renovation to become the future Cornish Library and Community Center for the purpose of inspecting the construction. The Chair called the meeting to order at 3:32 pm. Among those present were Ian Drennan project superintendent for Trumbull Nelson, the General Contractor, Coleen O'Neill, Keith Mullane and Mike Fuerst.

The Board had received a list of questions posed by residents and compiled by Library Trustee Marie DeRusha at its Monday night meeting, some of which prompted direct questions from Board members.

Mr. Drennan conducted an interior tour of the main floor, the mezzanine and the basement and a tour of the exterior. Framing, electrical rough-in and plumbing rough-in is almost, if not entirely complete. There is some HVAC work left to be done.

All the interior wall coverings have been removed. Where the structural integrity of the existing exterior sheathing was compromised it has been removed and replaced. Framing and sheathing with mold were cleaned, sealed and the process documented. Regular progress reports are submitted to the Town by CCI. All sheathing that remained was certified to be structurally sound by the NH Fire Marshall's office.

Floor tile and mastic containing asbestos were found when the contractor began demolition to create a plumbing chase in the floor. The tile and mastic required to be removed in order to create the chase were addressed following established protocol for removal. The remaining tile was sequestered following protocols determined by environmental consultant. Documentation of the protocols followed during the tile removal and the sequestration of the remaining floor tile and the subsequent certification that the air is free of asbestos are included in the progress reports that have been submitted to the Town.

Where a new roof overlays an existing roof, the framing in the building was modified or installed to carry the additional load. With the exception of two small gable roofs in the back, the purpose of which is to divert rain from falling in front of an exit door, the existing roofing has been cut back so that the new roof framing is attached directly to the existing roof framing. No roof will have more than two layers of roofing. With the exception of a shallow roof with a 1.5/12 pitch which will be covered with EPDM, the roofing material will be a layer of modified bitumen membrane (commonly known as "ice and water shield") and asphalt shingles.

When asked if, in the course of construction, any changes had been made to the plans submitted to the Select Board, Mr. Drennan replied: none that would affect the end user. He added that he has had to submit numerous RFIs in the course of the project. (In the construction industry an RFI is a formal request typically issued requesting clarification or authorization from the architect or engineer). All RFIs are on file as part of the construction documents. At one point in the tour when Mr. Drennan was questioned about the point load on a specific beam, he replied he had himself had questioned it and that the engineer had formally signed off on it.

Following the tour Keith Mullane said the target date for completion remains early December, the CCI hopes to turn over the building to the Town shortly thereafter, and suggested the Board inspect the building again at the "punch list" stage, if not before, so the any concerns raised by the Board can be addressed.

Mike Fuerst said he had conducted the title work when Colleen O'Neil bought the building, that the title was now clear and that he would get the title work to the Town for review by Town Counsel. He also gave the Board a copy of a letter dated 2/16/2023 he had received from the Director of Charitable Trusts, Charitable Trust Unit of the Attorney General's office reviewing the "cy pres" in general and how it would apply to the Stowell Library building and Stowell Library Trust.

The Select Board left the building site at approximately 4:35, conducted two site plan inspections for building permits and returned to the Town office at approximately 5:35.

Board members reviewed the mail and invoice folders.

Jacob Simino dropped off a copy of the original lease made in 2009 between the Fair Association and the Town regarding the use of CREA property for parking during the Fair and a copy of the extension of that lease made in 2019. He included a draft of proposed language for a new lease expanding the use to include the soccer field.

Board members briefly discussed the proposal. Jason will draft a lease extension reflecting the Board's decision.

At 6:08 Keith made a motion to adjourn. Jason seconded. Motion approved.

Respectfully Submitted,
Keith Beardslee

**Town of Cornish
Selectmen's Meeting Minutes
Monday, June 15, 2026 6:30-8:30 pm**

Present: Dillon Gallagher, Chair, Jason Bourne, Keith Beardslee

The Chair called the meeting to order at 6:30. Board members reviewed mail, invoices and signed checks.

Administrative Assistant Mary Curtis asked about fees and employee compensation for internment of urns interned in Town cemeteries. Keith said the Board had agreed with Steve Monette's suggestion that employees be compensated a flat rate of 6 man hours (a team of two men for three hours) to dig the hole and remove the soil and return after the internment and fill in the hole. He further suggested the Town charge a flat rate of \$125 for the service.

Mary also reported on vacation plans for the Police Chief.

Erich Weeks reported the Highway Department had assisted in unloading the acoustical panels for the Town Hall. Mary will inform Lyle Parry and coordinate the installation schedule with him.

Erich reported a clogged culvert near the bottom of the North end of North Parsonage Rd had to be addressed after the rainfall Friday night. Water had flooded the floor of a nearby shed. After consultation with Dillon, he remediated the situation on Saturday and plans to replace it.

A culvert on South Parsonage Rd was on the list to replace, but on further inspection he is going to hold off until consulting with the property owner who will be affected. He will replace a culvert on Gap Road.

The rear right side tire on the backhoe was flat and needed a new tube. Both rear tires are worn to the point they need to be replaced and Erich is getting pricing.

Reed's received used replacement wheels for the front end of the 02 but they are too worn to be machined. Switching to new wheels will cost \$4000. Board members debated if the expense was worth it. Dillon pointed out that without the new wheels the Town would be short a truck should something happen to one of the wheels. The ones currently on the truck are not made anymore. The Board decided to have Reed's keep looking for replacements.

One of the windows on the backhoe broke on Friday. Erich says this is a common problem on some machines in hot weather. He will get it fixed.

The Board authorized him to use Article 3 funds to rebuild sections of Gap Road, St. Gauden's Road and Hell Hollow Rd.

The Board requested Erich solicit proposals from two additional area contractors to address the failed catch basin adjacent to the Dingleton Hill bridge by replacing it or suggesting an alternative method to deal with the water flow.

The Board gave Erich a Town cell phone to be used for Town business.

Board members discussed the revised draft of Cemetery Regulations which would allow for and set forth the protocol for natural burials. Dillon suggested a pilot program with one cemetery and a method of marking the grave site to indicate it is the location of a natural burial.

Keith suggested the Board put out an RFP or request pricing on heating fuel from three vendors for the 26-27 heating season. The Town spent over \$14,000 to heat Town buildings in 2025 and a quick check of a recent invoice indicated the Town is not getting volume pricing.

The Board approved the amount required to be paid by a former property owner to regain title to the property.

The Board approved the revised draft of a letter to be sent to a property owner regarding the observed failure of a driveway under construction to conform both with the driveway permit issued, and the conditions required for the driveway when the lot was created through a subdivision approval.

Board members discussed the draft of an amendment to the lease granting the Fair Association permission to park vehicles on CREA property at Fair time and approved sending the draft to Jacob Simino, Fair liaison with the Select Board.

Dillon gave the Board a copy of the most recently revised paving plan.

Board members continued the discussion surrounding an app that would facilitate the Town in the effort to document and retain a record of highway department activity. Jason is the Board member with the most experience and knowledge about digital technology. He will be able to take a more in depth look at it in the near future when his work load lets up.

The Board will shortly issue an RFP for manufactured sand to stock pile for next winter.

At 8:55 Keith made a motion to adjourn. Jason seconded. Motion approved.

Respectfully submitted,
Keith Beardslee

**Town of Cornish
Selectmen's Meeting Minutes
Monday, June 22, 2026 6:30-8:30 pm**

Present: Dillon Gallagher, Chair, Jason Bourne, Keith Beardslee

The Chair called the meeting to order at 6:30. Board members reviewed mail, invoices and signed checks. Included in the mail was a letter from Mike Fuerst with supporting documents regarding the title work he had done for Coleen O'Neil before and after she purchased the building now undergoing renovation prior to becoming the Cornish Library and Community Center.

Board members adopted and signed the 2026 Emergency Operations Plan. Board members approved and signed an amendment to the Lease granting the Cornish Fair Association permission to park vehicles on CREA land. The amendment allows parking on the soccer field, previously excluded in the lease, provided the Fair Association adheres to the conditions included in the amendment.

Board members signed a letter addressed to a property owner on Parsonage Road detailing Board members observations that recent development on the property does not appear to comply with the conditions upon which the subdivision which created the lot(s) was approved.

Adam Blue inquired about any necessary permits he would need in order to do some repair work on a pond. The Town does not require a permit for that type of work. It was suggested he check with NH DES to see if the state requires a permit.

Cathy Parks submitted a letter with supporting documents to the Board and requested it be included in the minutes. The letter addresses the requirement that accompanies the CCI's NBRC grant for the Cornish Library and Community Center, questions Town Counsel's opinion that the requirement is a "use covenant" rather than an encumbrance, and requests the Board pursue the matter further. The letter and documents are appended to these minutes.

The Board approved Road Agent Erich Weeks proposal to purchase culverts. The proposal is based on his assessment of culverts that need replacing this year. He reviewed pricing for crushed rock from three vendors for road improvement work on sections of Gap Rd, St. Gauden's Rd. and Hell Hollow Rd. The Board approved purchasing from Pike.

Erich reported on various cleanup work done by highway department following the storm. Edminster Cemetery Rd was closed due to tree down on a Fidium line. The highway dept took care of it in order to reopen the road because Fidium did not respond to repeated requests to address it.

He presented pricing for a new garage door opener with activators for each vehicle. The Board decided to defer making a decision until after reviewing the 2nd quarter budget update.

All vehicles and the garage now have first aid kits. Erich will check that the fire extinguisher in the garage is certified. The Board asked that hard hats be purchased and put in the Town trucks so they are available to employees when needed.

Johanna Scharf reported that Bill Schmidt, alternate representative to CPCNH (Community Power Coalition of New Hampshire) has indicated he faces some constraints on his time and needs a backup. Johanna told the Board that although she is no longer a member of the Energy Committee she is willing to act as a second alternate member representative to CPCNH. Energy Committee membership is not a prerequisite for the position. The Board reviewed her qualifications to fill the position and Jason made a motion to appoint Johanna as the second alternate member representative to CPCNH. Dillon seconded the motion. Motion approved.

Kelsey O'Connor is interested in filling the vacant Sexton position. The Select Board acting in its capacity as Cemetery Trustee can appoint a Sexton. However, because the position is an elected one in Cornish, the individual must be a Cornish resident. The Board looks forward to meeting with Kelsey.

Dillon and Jason will be absent for the scheduled Select Board meeting on Thursday, June 25 so the meeting is canceled.

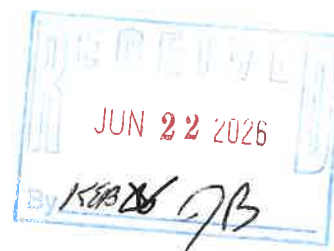
Board members discussed various aspects of the road improvement plan.

At 8:55 Keith made a motion to adjourn. Dillon seconded. Motion approved.

Respectfully Submitted,
Keith Beardslee

June 9, 2026

Cornish Board of Selectman
294 Town House Rd
Cornish, NH 03745



Dear Cornish Selectboard,

Although the perception is that the CCI's NBRC Grant encumbrance issue has been resolved, a few Cornish residents have continued to research this because something does not seem right to us. The town counsel's opinion is that the grant requirements are a "use covenant", therefore not an encumbrance per the memo created by Selectman Beardsley per the June 16, 2025 Board of Selectman meeting minutes.

All research we have done indicates that the NBRC Grant is, in fact, encumbered, therefore does not adhere to the original warrant article.

Below is a list of the are the most compelling examples of our research indicating that a covenant is an encumbrance. All examples are attached.

1. The NBRC Grant award letter from 1/16/2025 which lists the NBRC share of \$727,456 as an encumbrance as well as the building uses .
2. The NBRC required a notice of Notice of Federal Interest (NFI) to be filed with the deed to the property indicating that the Federal Government has an interest in the property. The NFI was filed with the Sullivan County Registry of deeds on 9/15/2025.
3. Selected pages from the October 17, 2024 NBRC Grant application the CCI filed. The NBRC Grant requires that the Town of Cornish complete a list of tasks over a 20 year period and report progress back to the Federal Government at regular intervals. Failure to complete these tasks could result in the town having to repay all, or a portion of the grant funds. These tasks are referred to as Key Performance Indicators (KPI)). These requirements meet the definition of an encumbrance.
4. The definition of an encumbrance from the Cornell School of Law website.
5. An article with Q&A regarding definition of covenants as they pertain to New Hampshire real estate. This document explains when a covenant becomes an encumbrance.
6. An article explaining "Covenants Running with the Land" in New Hampshire. Some key points within this article which have been highlighted.

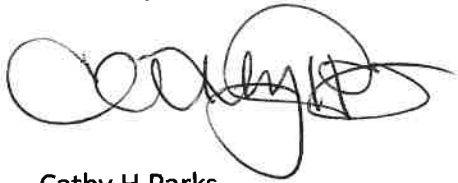
Due to these findings, we feel strongly that more research and opinions are needed. Since town counsel's opinion indicates this grant is a use covenant and our findings indicate that a covenant is an encumbrance, it is critically important to get additional input and clarification on this.

I have spoken with Tammy Letson of NHMA about this and have concluded that the Select Board should reach out to NHMA for their insight on this matter. Jonathan Cowell, of the NHMA legal department, is the recommended contact to me by other municipal finance officials.

If the select board feels this does not warrant further research, I request confirmation in writing from both town counsel and NBRC explicitly stating that the NBRC Catalyst Grant carries neither an encumbrance nor a covenant that runs with the land along with specific reasons why. Having such confirmation clearly stated in writing would be an important step to protect the town from obligations beyond what was stated in the original warrant article.

Thank you for your help clarifying this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cathy H Parks', with a large, stylized loop at the end.

Cathy H Parks
781 Town House Rd
Cornish, NH 03745
cshsap@msn.com
603-252-4420

Award - Cornish Community Initiative

EGMS ID AD-CAT-45	Status Activated	Grant ID GT-CAT-00044	Budget Period 3/1/2025 - 9/30/2028
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Overview

Award Information

Award Title Cornish Community Initiative	Funding Organization Northern Border Regional Commission	Award Type Initial
Version Number 1	Application ID AP-NBRC-159	Date for The Funding Round Vote 01/16/2025
Approved Indirect Cost Rate 15	Org Code 708X TS10 TTS91220 TSXNH R22	

Grantee Information

Grantee Organization Cornish Community Initiative	UEI NDQZHXJFNM86	EIN 874593192
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SAM Expiration Date
03/09/2026

Award Description

Brief information about the award.



Funds will assist in the renovation of a donated building into a community resource hub, featuring meeting spaces with bathrooms, computers, a maker space, and space for after-school programming. They will partner with SCORE (entrepreneurship advising), an existing maker space, Sullivan County Conservation District, Work Ready NH, and other local organizations to support programming in the new space.

Contacts

Project Role	Name	Email	LDD User	Is Key Personnel	Is User
LDD Contact	Tim Josephson	tjosephson@uvlsrpc.org	Yes	false	true
Other	Merilynn Bourne	merilynnb@comcast.net		true	false

System Information

Created by **Adrianne Harrison** Created Date **02/20/2025 9:35 AM** Last Modified by **Lissa Harris** Last Modified Date **05/20/2025 2:36 PM**

Budget

Project Period Details

Project Period Start Date **03/01/2025** Project Period End Date **09/30/2028**

Budget Summary

Budget Period Number **BP01** New Obligation **\$727,456.00** Cumulative Obligation **\$727,456.00**
Total Commitment **\$727,456.00** Applicant Match/Other Funds **182,093.12**

Funding Account Information

Funding Account	Available Balance	Pre-Encumbrance Balance	Encumbrance
FA-FD-0003	\$793,662.27	\$515,684.50	\$727,456.00

Award budget

Budget Category	NBRC Share	Other Federal Share	Applicant Match	Other	Total Project Cost
Construction	\$704,000.00	\$0.00	\$176,000.00	\$0.00	\$880,000.00
Consultants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contracts and Sub-Grantees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct Costs	\$23,456.00	\$0.00	\$6,093.12	\$0.00	\$29,549.12
Personnel (Direct Labor)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies and Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Actuals

Payment Summary

Cumulative Obligation	Spent
\$727,456.00	\$0.00
Cumulative Applicant Match/Other Funds	Balance
\$0.00	\$727,456.00

Funding Account Information

Funding Account	Encumbrance	Spent	Encumbrance Balance
FA-FD-0003	\$727,456.00	\$0.00	\$727,456.00

Payment Requests

EGMS ID	Award ID	Type	Payment Request Amount	Payment Period	Paid Date	Payment Reference	Status
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Payment Summary

Budget Category	NBRC Share	Spent	Balance	Other Federal Share Actual	Applicant Match	Other
Construction	\$704,000.00	\$0.00	\$704,000.00	\$0.00	\$0.00	\$0.00
Consultants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contracts and Sub-Grantees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct Costs	\$23,456.00	\$0.00	\$23,456.00		\$0.00	\$0.00
Personnel (Direct Labor)	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Supplies and Materials	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

Management

Site Visits

EGMS ID	Title	Site Visit Period	Monitoring Type	Grantee POC	Status
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Desk Reviews

EGMS ID	Title	Desk Review Period	Monitoring Type	Grantee POC	Status
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Amendment Requests

EGMS ID	Award ID	Created Award EGMS ID	Initiated By	Amendment Types	Status
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NOTICE OF FEDERAL INTEREST

On January 16, 2025, the Northern Border Regional Commission (NBRC) awarded GRANT # GT-CAT-00044 to the CORNISH COMMUNITY INITIATIVE, of 301 Lang Road, Cornish, NH 03745.

The grant provides Federal funds for the renovation of a donated building to become a community resource hub, featuring meeting spaces with bathrooms, computers, and space for after-school programming. The project will allow partnership with an existing maker space, SCORE, Sullivan County Conservation District, Work Ready, NH, and other local organizations to support programming in the new space, which is located on the property described below in Sullivan County, State of New Hampshire.

The property consists of two parcels in Cornish Flat, NH, Map 18:06, and Map 18:38. The first parcel is a former general store building (.570 acres). The second parcel is a triangular grass area (.3 acres) across the road.

The Notice of Award for this grant includes conditions on use of the aforementioned property and provides for a continuing Federal interest in the property. Specifically, the property may not be (1) used for any purpose inconsistent with the statute and any program regulations governing the award under which the property was acquired; (2) mortgaged or otherwise used as collateral without the written permission of the Program Director at NBRC, or designee; or (3) sold or transferred to another party without the written permission of the Program Director at NBRC, or designee. These conditions are in accordance with the statutory provisions set forth in 2 CFR 200.311, and in the Statement, and other terms and conditions of award.

These grant conditions and requirements cannot be nullified or voided through a transfer of ownership. Therefore, advance notice of any proposed change in usage or ownership must be provided to the NBRC. CORNISH COMMUNITY INITIATIVE

Grantee: Signature: Colleen O'Neill Date: 12 Sept 2025

Printed Name: Colleen O'Neill Title: Board Chair, CCI
AO

State of New Hampshire

On this 12th day of SEPTEMBER, 2025, before me, the undersigned, a Notary Public in the State of

New Hampshire, County of SULLIVAN



Northern Border Regional Commission

KPI-0015	Education	Workers/Trainees/Students Improved	Number(#)	The # of students who obtain a job in the field they were trained in; receive a diploma, certificate, or career credential; or who successfully complete a course/unit of study and/or graduate to the next grade/level necessary to continue their education.	Increase	15
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Budget

Budget Summary

Award Floor	Award Ceiling	Budgeted Amount	Recommended Budget
\$1.00	\$3,000,000.00	\$727,456.00	\$727,456.00
Total Project Amount			
\$909,549.12			

Budget Periods

Budget Period #	Start Date	End Date
BP01	03/01/2025	09/30/2028

Budget Categories

Category Name	NBRC Share	Other Federal Share	Applicant Match	Other	Total Project Cost
Construction	\$704,000.00	\$0.00	\$176,000.00	\$0.00	\$880,000.00
Consultants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contracts and Sub-Grantees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



Northern Border Regional Commission

KPI-0008	Development	Jobs Retained	Number(#)	NBRC project, measured during the project period and up to three years after the project end date.	Decrease	0
KPI-0009	Economic Development	Leveraged Private Investment (LPI)	Dollar (\$)	The dollar amount of private sector financial commitments, outside of project costs, that result from a project, measured during the project period and up to three years after the project end date.	Increase	0
KPI-0010	Economic Development	Organizations Improved	Number(#)	The number of organizations with a measurable improvement as a result of an NBRC project.	Increase	20
KPI-0011	Citizen	Participants Improved	Number(#)	The number of participants with a measurable improvement as a result of the project (use when patients, students, or worker/trainee measures do not apply)	Increase	0
KPI-0012	Economic Development	Programs Implemented	Number(#)	Expected number of new programs to be implemented to support local and regional economic development goals. If project includes implementation of new program(s), enter total number of programs. If not applicable, enter 0. See Appendix E for details.	Increase	20
KPI-0013	Economic Development	Revenues Increased - Export Sales	Dollar (\$)	The increase in revenue in export sales that a business or businesses realize as a result of an NBRC project, within three years of the project end date.	Increase	0
KPI-0014	Economic Development	Revenues Increased - Non-Export Sales	Dollar (\$)	The increase in revenue in domestic (non-export) sales that a business or businesses realize as a result of an NBRC project, within three years of the project end date.	Increase	15000
KPI-0016	Information Technology	Telecom Sites	Number(#)	New telecom services installed as a result of an NBRC project. Includes, but not limited to new: telemedicine sites, Wi-fi hotspots, wireless router or computer lab, fiber run to an industrial site, antenna used to provide broadband service, etc.	Increase	0



Northern Border Regional Commission

43.497888°N 72.279653°W

226 Route 120

Cornish

NH

03745

Sent for Validation

Cornish

NH

03745

Validated

Key Performance Indicators

EGMS ID	Domain	Title	Unit of Measurement	Measure	Orientation	Target
KPI-0003	Economic Development	Businesses Created	Number(#)	Businesses created and/or retained, jobs created and/or retained, private investment leveraged, specific community improvements, non-export (tourism) revenues as a result of an NBRC project.	Increase	10
KPI-0004	Economic Development	Communities Improved	Number(#)	Expected number of heritage forest products manufacturing communities to directly benefit from infrastructure, business support or workforce development investments. If not applicable, enter 0. See Appendix E for details.	Increase	1
KPI-0005	Economic Development	Costs Reduced	Dollar (\$)	Costs reduced as a result of project activities, within one year of project implementation. For example, funded activities may help a business streamline and cut costs.	Decrease	0
KPI-0006	Economic Development	Households Improved	Number(#)	The number of households with measurable improvement as a result of an NBRC project.	Increase	300
KPI-0007	Economic Development	Jobs Created	Number(#)	The number of jobs (direct hires, excluding construction jobs) resulting from NBRC project, measured from the project period and up to three years after the project end date. Part-time and seasonal jobs are converted to FTEs and reported as whole numbers.	Increase	0
	Economic			The number of jobs that would be lost or relocated without the		



encumbrance

An encumbrance is a claim against an asset by an entity that is not the owner. Common types of encumbrances against real property include liens, easements, leases, mortgages, or restrictive covenants. Encumbrances impact the transferability and/or use of subjected properties.

[Last reviewed in July of 2021 by the [Wex Definitions Team](#)]

Wex

- [COMMERCE](#)
- [banking](#)
- [finance](#)
- [financial services](#)
- [LIFE EVENTS](#)
- [financial events](#)
- [mortgages](#)
- [PROPERTY](#)
- [neighbors & neighborhoods](#)
- [property & real estate law](#)
- [wex definitions](#)

Are Covenants an Encumbrance in New Hampshire Real Estate?

In New Hampshire real estate law, a **covenant can be considered an encumbrance** — but only if it meets the legal requirements for “running with the land” and imposes a restriction or obligation directly on the property’s use or value.

What is an Encumbrance?

An **encumbrance** is any legal claim, restriction, or limitation on real estate that affects how the property can be used, accessed, or improved www.jimjohnsonrealestate.com. Common examples include easements, liens, and restrictive covenants. Encumbrances don’t always stop a sale, but they change the rights the new owner receives.

What is a Covenant?

A **covenant** is a promise or obligation recorded in a deed or other legal document that binds the property to certain rules or conditions landifyr.com. In New Hampshire, covenants can be:

- **Restrictive covenants** — limiting what can be built, how the property can be used, or certain activities (e.g., no home businesses, minimum lot size) NEREJ.
- **Affirmative covenants** — requiring certain actions (e.g., maintain landscaping).

When a Covenant Becomes an Encumbrance

For a covenant to be treated as an encumbrance in NH:

1. It must “**run with the land**” — meaning it attaches to the property and binds future owners, not just the current owner landifyr.com.
2. It must “**touch and concern**” the land — the restriction or obligation must directly affect the property’s use, enjoyment, or value landifyr.com.
3. It must be **recorded** in the Registry of Deeds so it’s part of the property’s title gc.nh.gov.

If these conditions are met, the covenant is considered a **title encumbrance** and will appear in a title search. It can limit development, access, or resale value, just like other encumbrances www.jimjohnsonrealestate.com.

Key Takeaways

- **Yes** — in NH, a recorded covenant that runs with the land and touches-and-concerns the property is legally an encumbrance.
- **No** — a personal or non-recorded covenant that doesn’t affect the property’s use or value is not an encumbrance.
- Buyers should review recorded deeds, easements, and HOA rules to identify any covenants that could impact their property www.jimjohnsonrealestate.com+1.

In short, in New Hampshire real estate law, **covenants can be encumbrances if they are enforceable, recorded, and directly tied to the property’s use or value.**



[Jim Johnson](#)

- Nov 22, 2025
- 2 min read

Updated: Jan 26

What Is a Property Encumbrance in NH Real Estate?

When buying a home or land in Plymouth, Campton, Thornton, Rumney, Ashland, or anywhere in Central NH, it's important to understand whether the property has any encumbrances.

An encumbrance is something that limits the full use or ownership of a property — and buyers should always know about them before closing.

Here's what NH homeowners need to know.

What Is an Encumbrance?

A property encumbrance is a legal claim, restriction, or limitation on real estate.

This can affect:

- ✓ How the land can be used
- ✓ Who can access it
- ✓ Whether improvements can be built
- ✓ Future resale value

Encumbrances don't always stop a sale, but they do change the rights the new owner receives.

Common Types of Encumbrances in New Hampshire

The most common encumbrances in Central NH include:

1. Easements

Allow another party access across part of your property (driveways, utilities, shared wells).

2. Liens

Legal claims for unpaid debts — mortgage liens, tax liens, contractor liens.

3. Restrictions & Covenants

Rules placed by a developer or HOA that limit use (parking, animals, building size).

4. Encroachments

When a structure crosses a boundary (shed, fence, driveway).

5. Right-of-Way Access

Common in rural NH, especially where long shared driveways exist.

Why Encumbrances Matter to NH Buyers

Encumbrances can impact:

- ✓ Location of future buildings or additions
- ✓ Septic and well placement
- ✓ Property access
- ✓ Driveway rights
- ✓ Utility installation
- ✓ Taxes and ownership disputes

In mountain or riverfront towns like Campton, Rumney, and Thornton, easements and boundary complications are especially common.

How NH Buyers Check for Encumbrances

Your title company and attorney will review:

- ✓ The property deed
- ✓ Registry of Deeds filings
- ✓ Surveys and plans
- ✓ Title search records
- ✓ Easement documents
- ✓ HOA rules (if applicable)

Always request the most recent survey, since many older NH properties were mapped decades ago.

Q&A

Q: Can a property with an encumbrance still be sold?

A: Yes — as long as the buyer agrees to take the property subject to that encumbrance.

Q: Can encumbrances be removed?

A: Some can (paid liens), while others (easements or covenants) are permanent.

Keywords

nh property encumbrance, new hampshire title issues, plymouth nh buyer tips, campton nh real estate guide, rumney nh property rights, thornton nh easements, central nh property restrictions

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Understanding Covenants Running with the Land in New Hampshire

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Introduction to Covenants Running with the Land

Covenants running with the land are a crucial aspect of property law that significantly influences real estate transactions and ownership in [New Hampshire](#). These covenants are essentially promises contained within deeds that bind current and future owners of a property, creating obligations or restrictions related to the use and enjoyment of the land. Understanding these covenants is essential for property owners, prospective buyers, and real estate professionals alike, as they define the rights and limitations associated with a specific piece of real estate.

The fundamental premise of covenants running with the land is that they "run with" or attach to the property, rather than to an individual. This means that when property changes hands, the new owner automatically becomes subject to the pre-existing covenants. Such covenants can take various forms, including affirmative obligations, which require the property owner to take specific actions, or restrictive covenants, which limit certain activities on the property. Common examples include restrictions on land development, maintenance of aesthetics, and even limitations regarding the types of animals that may be kept on the premises.

The significance of these covenants is profound; they not only protect property values by maintaining community standards but also prevent potential conflicts between neighbors by clearly delineating permissible land uses. In [New Hampshire](#), state statutes and case law govern the enforceability and interpretation of these covenants, ensuring they are applied fairly and consistently across different circumstances. Property owners must be aware of existing covenants to avoid disputes and to uphold their legal rights regarding property ownership and use.

As we delve deeper into the intricacies of covenants running with the land, this foundational knowledge will provide a solid framework for understanding their practical implications in property transactions and ownership in [New Hampshire](#).

Key Criteria for Covenants: Touch-and-Concern

The doctrine of "touch-and-concern" is a critical requirement for a [covenant](#) to run with the land in [New Hampshire](#). This legal concept entails that the covenant must impose benefits or burdens directly related to the value of the land itself, rather than being merely personal to the parties involved. In other words, the covenant must affect the landowner's use, enjoyment, or value of the property, ensuring that it adheres to the principle of running with the land.

For a [covenant](#) to properly touch-and-concern the land, it usually needs to involve limitations or obligations that are clearly tied to the property. For example, a covenant preventing future landowners from operating a commercial business on residential property meets this criterion, as it directly influences the use of the land and can affect its marketability. Conversely, a covenant that merely restricts one party's personal conduct unrelated to the property-such as not hosting loud parties-may not adequately touch-and-concern and, therefore, may not be enforceable against future owners.

When assessing whether a [covenant](#) touches and concerns the land, courts will interpret the language of the covenant and consider its purpose and effect. This examination may involve looking at property use, local [zoning](#) regulations, and relevant case law. Notable cases, such as **Barker v. Hord**, illustrate the nuances of this requirement, with courts affirming that valid covenants involve a direct connection to the surrounding community and its property values.

Ultimately, the touch-and-concern requirement serves as a safeguard, ensuring that only those covenants that genuinely impact the property and its value can bind subsequent owners. This legal framework protects property rights and promotes sound development practices, advancing community interests across [New Hampshire](#).

Notice Requirements for Covenants

The enforcement of covenants running with the land hinges significantly on adequate notice. In the context of [New Hampshire](#) law, the notice requirement serves as an essential mechanism to inform property owners and potential buyers of the existing restrictions or obligations attached to a property. Adequate notice typically means that the information concerning the [covenant](#) must be sufficiently clear and accessible to all concerned parties, ensuring that they are aware of the implications of the covenant.

There are several methods through which notice can be delivered. These include recorded documents, such as deeds or declarations of [covenant](#), which are filed in the local land records office. Such formal recordings generate a presumption of notice to any subsequent property owners, enabling them to understand the encumbrances. Other means of notice could involve direct communication, such as mail or personal service, though these methods may carry varying standards of proof regarding whether the intended recipient actually received the information.

Courts in [New Hampshire](#) interpret notice requirements with a focus on the intent to provide sufficient information to property owners. Failure to adequately notify relevant parties can lead to significant legal consequences. For instance, if an owner fails to record a covenant, subsequent buyers may not be bound by its terms, potentially resulting in disputes over [land use](#) that could have been avoided with proper notice. Such scenarios emphasize the necessity of complying with notice requirements, as they are intended to protect both current property owners and future purchasers from unexpected legal obligations.

In conclusion, the notice requirements for covenants running with the land are crucial in facilitating transparency and legality in property transactions. Ensuring that proper notice is given not only preserves the enforceability of the covenants but also protects the interests of all parties involved, ultimately fostering a clear understanding of property rights and responsibilities.

Understanding Privity in Real Property Law

In the realm of real property law, the concept of privity is crucial for the enforcement of covenants running with the land. Privity refers to a legally recognized relationship between parties that enables them to enforce rights and obligations under a [covenant](#). Primarily, there are two forms of privity relevant to this discussion: privity of estate and privity of contract.

Privity of estate exists when two parties maintain a direct legal interest in the same piece of property. This relationship is significant because it allows parties who own or have an interest in the property to enforce certain covenants against each other, regardless of whether they are the original parties to the [covenant](#). For instance, if a property owner sells their land, the new owner may still be bound by any pre-existing [restrictive covenant](#) that limits how the property can be used. A leading case that illustrates this principle is *Gray v. Thorne*, where the court emphasized that the successor in interest was held to the same restrictions imposed on the original grantor.

On the other hand, privity of contract refers to the mutual obligations and rights arising from a contract between parties. This form of privity allows the original parties to the contract to enforce the terms of the [covenant](#), even if future purchasers may not be holden to them unless privity of estate is also established. An example can be found in *Wetherbee v. Gary*, where the court ruled that only those who were part of the original agreement could seek remedies for breaches of contract. In this case, privity of contract was a determining factor in the court's decision regarding the covenants in question.

Understanding these two forms of privity is essential for comprehending how covenants running with the land operate in [New Hampshire](#). The interplay between privity of estate and privity of contract helps establish the pathways through which property rights and obligations may be enforced, ultimately shaping the real estate landscape in the state.

Steps to Establish a Covenant in New Hampshire

Establishing a [covenant](#) that runs with the land in [New Hampshire](#) requires a structured approach, ensuring legal validity and enforceability. The first step involves the drafting of the covenant. This document should clearly outline the rights, obligations, and any restrictions imposed on the property. It is advisable to enlist the expertise of a qualified attorney experienced in property law to assist with this process. The drafting stage is crucial as it sets the foundation for effectively communicating the intent and scope of the covenant.

Once the [covenant](#) has been drafted, the next step is to ensure it is properly recorded. In [New Hampshire](#), recorded covenants should be filed with the county registry of deeds where the property

is located. This recording provides public notice of the covenant, making it binding on future owners of the property. It is essential to verify the registry's requirements, as any errors in the recording can lead to enforceability issues later on.

The timeline for these steps can vary. Generally, the drafting may take from a few days to weeks, depending on the complexity of the [covenant](#) and the responsiveness of legal counsel. After drafting, the [recording](#) process could typically be completed within one business day, provided all documents are prepared in accordance with local regulations. Additionally, parties may incur associated fees, including legal fees for drafting services and fees charged by the registry for the recording of documents. These fees can vary based on the specific county and the complexity of the filing.

Following the [recording](#), it is prudent to notify any relevant stakeholders, including adjacent property owners or homeowner associations, about the covenant. This transparency helps in fostering mutual understanding and compliance with the restrictions and obligations imposed by the covenant. Ensuring all steps are diligently followed contributes greatly to successfully establishing a covenant that runs with the land in [New Hampshire](#).

Nuances of Covenants in Different Counties and Cities

In [New Hampshire](#), the enforcement and interpretation of covenants running with the land can vary significantly across its numerous counties and cities. This discrepancy can stem from diverse local regulations, historical precedents, and community standards that shape how property rights and obligations are understood and upheld. As such, property owners must be aware of their local context when navigating covenants.

For instance, in some urban areas, such as Manchester, the interpretation of covenants may be influenced by substantial land developments and a focus on higher-density housing. These influences could lead to a more flexible approach to covenants aimed at promoting urban growth and accommodating new infrastructure. Conversely, in rural areas like Coos County, where landscapes are marked by conservation efforts and agriculture, covenants may be strictly adhered to, aimed at preserving the land's natural character and preventing unsightly developments.

Specific local regulations can also result in differing levels of enforcement. In some municipalities, compliance with covenants may be vigorously pursued by homeowners' associations or municipal authorities, leading to potential conflicts between property owners and regulators. For example, a case study from Concord illustrates how a homeowners' association took legal action against a resident who violated landscaping covenants. The court's ruling emphasized the importance of adhering to community standards, highlighting how local interpretations can significantly influence outcomes.

Moreover, legal precedence in certain regions can inform future interpretations of covenants, as seen in Rockingham County, where judicial decisions have set clear boundaries on what constitutes reasonable enforcement. Property owners in these areas should remain vigilant about local norms and

court rulings, as they can fundamentally affect their rights and obligations related to covenants running with the land. Therefore, understanding these nuances becomes crucial for property owners navigating the complex landscape of land covenants in [New Hampshire](#).

Edge Cases and Complications in Covenant Enforcement

The enforcement of covenants running with the land can occasionally lead to complications, particularly in edge cases where unusual circumstances arise. One significant scenario involves the intersection of covenants with local [zoning](#) laws. For instance, a [covenant](#) may restrict the use of a property in ways that conflict with newly enacted zoning regulations. When this happens, property owners may find themselves caught in a complex web of legal obligations, where the enforceability of the covenant could be challenged in court. Courts may weigh the intentions behind both the covenant and the zoning law to determine which holds precedence, often leading to a nuanced interpretation that can set important precedents for future cases.

Another complication arises from changes in property ownership. When a property is transferred, the new owner inherits the existing covenants, but complications may arise if the new owner has a different interpretation of the [covenant](#)'s terms or if they dispute the covenant's enforceability. For example, if a property is sold to a new owner who intends to use the land contrary to the terms laid out in the covenant, previously established enforceability becomes pivotal. This situation may necessitate judicial intervention to resolve disputes over interpretation, leading to court battles that can be costly and time-consuming for all parties involved.

Judicial decisions in such edge cases have varied widely; some courts may lean towards strict adherence to the original intent of the [covenant](#), while others might prioritize the current use of the land or the intent of zoning regulations. The law around covenants is evolving, and as precedents are established, property owners are advised to stay informed about the current legal landscape concerning covenants and zoning laws. The outcomes of these disputes not only affect the parties involved but can also shape the enforcement landscape for covenants running with the land in [New Hampshire](#).

Penalties for Breaching Covenants

When a party breaches a [covenant](#) that runs with the land in [New Hampshire](#), several legal consequences may ensue, impacting the party that failed to comply with the terms outlined in the covenant. The aggrieved party, typically the property owner or neighboring landowners benefiting from the covenant, has various remedies at their disposal to address the breach. Breach of such covenants often leads to legal disputes that may require resolution through negotiations, mediation, or litigation.

The most common consequence for breaching these covenants is the imposition of an injunction. An injunction is a court order that compels the breaching party to cease their activities that violate the [covenant](#) or mandates them to rectify the situation. For instance, in a scenario where a property

owner builds a structure that exceeds height restrictions set forth in a covenant, the neighboring landowners can pursue an injunction to require the builder to demolish or alter the offending structure to conform to the covenant's terms.

In addition to injunctions, monetary penalties may also become a factor in breach scenarios, especially when damages can be quantified. If the breach leads to impaired property values or other economic harm to the aggrieved party, they may seek monetary compensation for those losses. Moreover, attorney's fees and costs incurred in enforcing the [covenant](#) could also be recoverable, depending on the specific terms of the covenant itself.

Real-world examples highlight these potential outcomes. In one notable case in [New Hampshire](#), a property owner who ignored a [covenant](#) that restricted commercial activities faced significant litigation costs and was ultimately required to cease operations and pay damages to neighbors. This underscores the importance of adhering to covenants, as breaching them can lead not only to financial penalties but also to significant encumbrances on property use and development.

Cross-References and Additional Resources

To gain a more comprehensive understanding of covenants running with the land in [New Hampshire](#), readers are encouraged to explore the following resources that provide further insights, legal context, and scholarly analysis on this topic. These resources can significantly enhance your grasp of the nuances associated with property law and covenants, facilitating a well-rounded legal perspective.

First and foremost, [New Hampshire](#)'s state statutes can be reviewed for specific legislative language regarding covenants. The New Hampshire Revised Statutes Annotated (RSA) [Title 47](#), which pertains to municipal corporations and includes section [47:4](#) related to the establishment and enforcement of property restrictions, is particularly pertinent. Additionally, case law is essential in understanding how courts interpret these covenants, and a suitable starting point would be the New Hampshire Judicial Branch's website, which archives relevant cases and decisions.

For those interested in academic discourse, scholarly articles such as "Covenants Affecting [Land Use](#) : A [New Hampshire](#) Perspective" are invaluable. These articles often explore theoretical frameworks and practical applications of land use restrictions and can be found in legal journals or databases, including Westlaw and LexisNexis. These platforms contain a wealth of legal research articles and analyses which are beneficial for anyone looking to deepen their knowledge of property law in New Hampshire.

Lastly, if you require personalized legal advice regarding covenants running with the land, consulting a professional specializing in real estate law will be indispensable. Local law firms in [New Hampshire](#) frequently offer consultative services for individuals dealing with property covenants, ensuring that you receive tailored guidance for your circumstances.

Utilizing these resources will equip you with the tools necessary to navigate the complexities of

covenants running with the land, ultimately aiding in informed decision-making related to property rights and obligations.

**Town of Cornish
Selectmen's Meeting Minutes
Monday, June 29, 2026 6:30-8:30 pm**

Present: Jason Bourne, Keith Beardslee Absent: Dillon Gallagher

Selectman Bourne called the meeting to order at 6:30. Board members reviewed mail, invoices and signed checks.

Glen McKinstry and Debra Adams asked the Board about the letter Ms. Adams had received from the Board regarding a driveway on North Parsonage Road that does not comply with the specific conditions for driveways accessing the lots upon which the subdivision creating the lots in question was granted. Mr. McKinstry explained the issues he had encountered when attempting to put in one of the two driveways by way of explaining how the current situation has occurred. The driveway permit issued for Lot 3 now provides the entrance for the driveway for Lot 4.

Jason explained that driveway permits are the purview of the Planning Board and the Select Board in its role as Zoning Administrator is responsible for enforcing the Zoning Ordinance. Mr. McKinstry and Ms. Adams were referred to the Planning Board.

The letter sent to Ms. Adams also referred to an observed building on the property. Mr. McKinstry said the building is his equipment shed and is on wheels. Mr. McKinstry also said Ms. Adams brother is camping on the property to ensure his equipment isn't vandalized. They were informed Cornish requires a camping permit.

Marc Gattie inquired about a building permit for a garage he wishes to build on his property on West Pass Rd. The lot is non-conforming but the existing buildings are grandfathered in. The sketch he presented shows the setbacks from the road and stream for the proposed garage do not meet the setback requirements in the Zoning Ordinance. The Board will make a site visit on Thursday.

Brent Edgerton asked if the Town has any enforcement mechanism that would help him resolve a boundary line dispute he has with a neighbor involving dead trees on his neighbors' property that he perceives may cause damage to his property if and when they fall. The Town does not. He also inquired about cutting limbs on a tree that is on his property but within the Town right of way. Although the Town holds the right of way, the trees are his property and the Town has no say in what he does with them.

Jan Lord inquired about progress on revisions to the cemetery regulations that would permit natural burial. The Board is nearly finished.

The mail folder contained 5 emails from residents to which Keith thinks the Board should respond. One expressed dismay that the non-approved Select Board minutes are not readily available to the general public as a matter of course 5 days after the meeting. Another inquired

about the reason why residents are no longer allowed to pick through the metal dumpster at the recycling center and noted he had found no mention of a policy change in the Select Board minutes. Another requested an explanation for why Cornish is not a Town approved to use the Lebanon Landfill for solid waste disposal. Another inquired about securing a scholarship from the Mercer fund. Another from Steve Monette, Cemetery and Grounds Keeping crew leader asked the Board for guidance or action on a number of issues.

Keith observed the Board routinely allows residents who appear in person before the Board as much time as they need to interact with the Board. But it often fails to respond to comments or questions that are sent in via email. Jason added that the residents are told to direct their questions to the town.admin address and (Administrative Assistant) Mary Curtis is not in a position to answer some of them.

Keith expressed frustration that the Board does not have a standard procedure for responding to straightforward inquiries such as some of the ones described above because the residents deserve a prompt response. He added residents have repeatedly requested the Board to make unapproved minutes be made readily available to the general public after 5 days as required by law.

Board members discussed ways the Select Board's office could be made more efficient.

At 9:07 Keith moved to adjourn the meeting. Jason seconded. Motion approved.

Respectfully submitted,
Keith Beardslee