

Town of Alexandria

Policy for Construction on Class VI Roads, Private Roads, and Rights of Way

For the safety of the Town and residents who wish to reside on Class VI Roads, Private Roads, and Rights of Way, the Select Board has determined the following policy.

Prior to issuance of a driveway permit or construction of any building, the Road Agent and Fire Chief must both agree to a standard of year-round safe access, and sign the form created for that purpose (attached).

Also, the *Notice, Agreement, and Release of Municipal Liability and Responsibility* form (attached) must be signed by all owners of record and the payment of cost for recording the agreement must be collected. The *Notice, Agreement, and Release of Municipal Liability and Responsibility* is to be recorded at the Grafton County Registry of Deeds by the Select Board's Office. The road or right of way must be brought to the standard as determined by the Fire Chief and Road Agent prior to the signing of this form, as this form states that the road will be "maintained" by the owners of the property abutting the Class VI Road, Private Road, or Right of Way.

Adopted May 20, 2025

Alexandria Board of Selectmen

George Futhill
George Futhill

Robert Piehler
Robert Piehler

Chet Caron
Chet Caron

This policy shall take effect upon its adoption and shall supersede any previous policy.

Town of Alexandria

Inspection for Construction on Class VI Roads, Private Roads, and Rights of Way

We, the undersigned, do signify that we have inspected _____, a Class VI Road, Private Road, or Right of Way in the Town of Alexandria, and find the following:

___ The road is in satisfactory condition for the safe passage of all emergency vehicles from where it intersects _____ to the point where highway access has been permitted for _____. We thereby confirm that driveway and building access can be issued for this section of _____.

Residents of a Class VI road, private road, or right of way are required to perform maintenance of the road at their own expense and to maintain the road in safe and reasonable condition.

___ The road is NOT in satisfactory condition for the safe passage of all emergency vehicles from where it intersects _____ to the point where highway access has been permitted for _____. The road was found to be unsatisfactory for the following reasons: _____

Date: _____

Alexandria Fire Chief

Alexandria Road Agent

**NOTICE, AGREEMENT, AND RELEASE OF MUNICIPAL LIABILITY AND
RESPONSIBILITY PER NEW HAMPSHIRE RSA 674:41**

Agreement Date: _____

Owner(s) Name & Address: _____

Property Location(Road): _____

Property Tax Map/Lot: Map _____ Lot _____

WHEREAS, the Owner(s) of certain real property in Alexandria as described in recorded at Book _____, Page _____ (hereinafter referred to as "property") at the Grafton County Registry of Deeds; WHEREAS, the portion of _____ (hereinafter referred to as "road") upon which the Owner(s)' real property fronts is a Class VI highway, private road or right of way; and WHEREAS, the Town has authority and discretion to vote to allow building of a single-family dwelling on Owner(s)' property upon terms and conditions herein contained and upon filing of this notice pursuant to RSA 674:41;

NOW, THEREFORE, the Town and Owner, for consideration, agree as follows:

1. Town votes to allow Owner(s) to construct a single-family dwelling, to be constructed in conformity with all state and local regulations and laws on the Owner(s)' property.
2. Town shall not, by approval of this building, accept or incur responsibility for maintenance, including snow plowing, nor liability for any damages resulting from the use said road by Owner(s) or those using the road for access to Owner(s)' property.
3. Owner(s) shall be responsibility for maintaining access to the property over said road in a reasonable and safe condition and hereby releases and discharges the Town and its officers, agents, and employees from maintaining said road.
4. Owner(s) shall indemnify and save harmless the Town from any claim of any nature, whether in tort or otherwise, against the Town for any loss or damage, including those incurred through failure to provide any municipal service, including police, fire, and

ambulance services, arising out of the condition of said road as a class VI road, private road or right of way in any way.

5. Owner(s) shall assume responsibility for transporting any children residing on the property to the nearest regular school bus stop.
6. Owner(s) shall assume responsibility for maintenance and repair of said road and agrees that, at the owner(s) expense, or at the expense of the owner(s) and the other owners of property similarly located on said road, Owner(s) shall clear and maintain said road to a width of not less than twenty (20) feet, and to repair and maintain the travelled portion of said road in a good and passable condition.
7. The construction and occupancy of a single-family dwelling authorized by this agreement shall not be deemed to constitute evidence of public necessity and convenience requiring layout or alteration of said road as a class VI road, private road, or right of way.
8. This agreement shall be binding on Owner(s) heirs, successors, and assigns.
9. The Owner(s) agree to stipulate and pass this agreement at any transfer of this property.
10. The Owner(s) understand and agree that this agreement and release shall be recorded at the Grafton County Registry of Deeds before beginning construction, as required under RSA 674:41, I (c)(3).
11. This agreement shall remain in force so long as that portion of said road is not legally required to be maintained by the Town. The obligation to indemnify shall apply to any incident occurring while this agreement is in effect.

Owner

Witness

Owner

Witness

Town of Alexandria, by its Selectmen, duly authorized

Selectman

Witness

Selectman

Witness

Selectman

Witness