Vermont Superior Court
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Washington Unit

VERMONT SUPERIOR COURT
Washington Unit
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CIVIL DIVISION
Case No. 25-CV-05488

Terry Ostrout v. Walt Krukowski

FINDINGS, CONCLUSIONS, AND JUDGMENT

For the majority of her time living at the end of Chestnut Road in the Town of Warren, Plaintiff Terry Ostrout has had sole responsibility for plowing and maintaining the road. Chestnut Road is a 600-foot long class-4 road that begins at Plunkton Road, a public highway maintained by the Town, and ends at Ms. Ostrout's house. In 2022, Defendant Walter Krukowski purchased land along Chestnut Road and began building his residence. These events sparked Ms. Ostrout to seek road contributions from Mr. Krukowski. Apart from $250 that Mr. Krukowski gave Ms. Ostrout in 2023, there have been no payments exchanged between the parties. Instead, the parties have primarily trafficked in insults, allegations, and stalking petitions.

The matter before the Court is limited to Ms. Ostrout's complaint seeking contributions from Mr. Krukowski for snow plowing, sanding, and maintenance costs under 19 V.S.A. § 2702. This statute codifies a common law principle that common owners of a private road owe a duty to contribute to the upkeep and maintenance of the shared roadway. 19 V.S.A. § 2701 (purpose of the common maintenance statute). The statute states: "In the absence of an express agreement or requirement governing maintenance of a private road, when more than one person enjoys a common benefit from a private road each person shall contribute rateably to the cost of maintaining the private road." 19 V.S.A. § 2702.

At the August 25, 2026 hearing in this matter, the parties did not offer any witnesses, apart from themselves, and the evidence presented was limited to photographs of the road as it currently appears, a series of invoices that were mostly generated after the start of the present litigation, or self-generated exhibits seeking to summarize prior filings or statements accorded to

the other party. In short, these exhibits tested the rules of evidence and admissibility as well as relevance. Nevertheless, the Court applied a light hand to both sides to permit both parties to make their best case within the limits of the rules of evidence and civil procedure. See *Zorn v. Smith*, 2011 VT 10, ¶ 22 ("[A]lthough pro se litigants receive some leeway from the courts, they are still bound by the ordinary rules of civil procedure.") (internal citation omitted). From the record, the Court makes the following findings.

In 2022, Mr. Krukowski purchased a plot of land abutting Chestnut Road. While Ms. Ostrout testified that Mr. Krukowski began using Chestnut Road in the fall of 2022, Mr. Krukowski disputed this contention. He noted that construction on his house did not begin until the spring of 2023 after the snow from the season had receded. As such, any use of Chestnut Road was incidental and limited. The Court finds that Mr. Krukowski's testimony on this point to be credible and consistent with the record. Furthermore, as Ms. Ostrout admitted in her testimony, she never informed Mr. Krukowski about her snowplow expenses or expectations. She never presented him with an invoice or otherwise made a formal demand for contribution during that year. When she raised the issue of contributing, Mr. Krukowski gave her $250.

In 2023, Mr. Krukowski and his family moved into the property and began occupying it. During the winter of 2023–24, Ms. Ostrout contracted with Shane Elwell to plow Chestnut Road. Mr. Elwell provided this service and charged Ms. Ostrout a flat fee of $1,400 for the season. Mr. Krukowski, who used his Chestnut Road access, benefited from these services. While Ms. Ostrout did not review the plowing contact with Mr. Krukowski or provide him with a timely invoice, this charge is precisely the type of shared maintenance costs that Section 2702 is intended to cover. The plowing had to be done several times throughout the winter, Mr. Elwell performed this service, and the flat fee of $1,400 strikes the Court as a reasonable amount. Furthermore, the parties' testimony indicates that Mr. Krukowski was aware of Ms. Ostrout's arrangement with Mr. Elwell and the flat fee as Ms. Ostrout testified that it was the same amount she was charged for the 2022-23 season and that she told Mr. Krukowski about these expenses when she first approached him in 2023 for contributions.

Mr. Elwell repeated these services for the 2024–25 season. Once again, he charged a flat fee of $1,400 for these services. Again, Mr. Krukowski benefited from these services, was aware of them, and was asked to contribute.

For both the 2023–24 and the 2024–25 seasons, Mr. Elwell's services are readily understandable. Each time it snow substantially, Elwell came to Chestnut Road and plowed. This work benefited Ms. Ostrout and Mr. Krukowski.

In addition to Mr. Elwell's plowing invoices, Ms. Ostrout introduced an invoice from the man she claimed provided sanding services for the road. While the Court admitted this invoice into evidence, the Court finds this invoice to lack credibility. First, the invoice was not prepared by the man who did the work, but by his son, at Ms. Ostrout's request. Second, it is not clear why Ms. Ostrout had to hire a separate sander for the road. Mr. Elwell's invoice states that the $1,400 included both plowing and sanding services. Ms. Ostrout suggested that Mr. Elwell's truck lacked a sander, but this is simply inconsistent and lacks a foundation for credibility since Ms. Ostrout did not establish how or why would have been familiar with Mr. Elwell's truck, and Mr. Elwell did not testify. Third, it is clear that Mr. Krukowski was never informed about this additional service, and he testified credibly that he did not observe this service. Fourth, it is simply unclear why Ms. Ostrout had to divide these services between two providers, and the amounts are inconsistent. If Mr. Elwell charged $1,400 for a year's worth of plowing, why would the sanding, which would likely occur concurrent to any plowing cost less than 1/3 of the plowing, particularly when it involved the distribution of sand, a resource with its own costs.

These issues render the evidence of a separate sander to be less than credible, and the Court cannot find that Plaintiff has carried her burden on this expense as it is unclear whether such costs were attributable to the entire driveway or were of such a quality that both parties should share the costs. For these reasons, the Court finds that there is insufficient evidence to establish a basis for the sanding costs.

Finally, both parties introduced evidence of maintenance work that they performed on the road during this time. Ms. Ostrout included line items from Mr. Elwell totaling $4,050, and Mr. Krukowski claimed that he had performed repairs to the road that totaled to $4,750.

The Court finds the evidence of both sets of maintenance to be wanting. Ms. Ostrout, since she did not call Mr. Elwell as a witness, could not identify the what, where, and whys of Mr. Elwell's work. Instead, the Court has only the hearsay statements imbedded in Mr. Elwell's post-litigation invoice that broadly describe "culvert repair" and "stone to hill on Chestnut." These descriptors do not give the Court a clear picture as to work. Mr. Krukowski testified that

most of Mr. Elwell's work actually occurred above his property and did not benefit his portions of the road. While Mr. Krukowski's testimony was not dispositive, it does emphasize the lack of clarity. It also underscored the fact that Ms. Ostrout ordered this work without notice to Mr. Krukowski and never provided him with a clear invoice or indication of the scope, intent, or location of the work. As such, the Court finds that such expenses are not reasonably attributable to both parties as Ms. Ostrout has not shown it to be a shared benefit by a preponderance of the evidence.

As to Mr. Krukowski's evidence of work done. This evidence is a little bit more accessible. Mr. Krukowski claims he is entitled to offsets and contributions for work that he did on June 25, 2023, August 12, 2024, and October 30, 2025 when he claims he performed repairs on the road. Mr. Krukowski also claims that he had to perform additional snow removal services on January 17, 2024 and April 1, 2025 as well as during approximately 8 times during the winters of 2023–24 and 2024–25. These descriptions, while slightly more detailed than Ms. Ostrout's, still lack the necessary detail to show that this work addressed common road issues, that they were warranted, particularly the snow removal, given Mr. Elwell's on-going snow removal services, and whether they were a mutual benefit to the shared roadway. On these issues, Mr. Krukowski carried the burden of proof, and the Court finds that the evidence on the record is simply insufficient.

Based on these factors, the Court will not allow either party's maintenance costs.

Three issues remain to be addressed. First, the parties agree that any expense attributable to the parties as a common benefit should be divided 60/40 between Ms. Ostrout and Mr. Krukowski. The Court finds that this is a reasonable division and will apply it to the two expenses that the Court has found sufficient to apply. Second, the record indicates that Mr. Krukowski altered his access to avoid Chestnut Road, which neither he nor his family nor his invitees use any longer. The work was done in the fall of 2025, and the Court finds that Mr. Krukowski is not responsible for any expenses incurred from the fall of 2025 forward so long as he keeps his Chestnut Road access closed and does not use the road. While this action does not distinguish his right to use the road in the future, it is a conscious effort on Mr. Krukowski's part to avoid Ms. Ostrout and further conflict. Ms. Ostrout does not contest this action or contend that Mr. Krukowski continues to receive any benefit. For these reasons, the Court will not assign

any further shared expenses between the parties outside the 2023–2025 window covered in the present decision.

This brings matter to the final issue. The Court made the observation during the trial that the parties appear to bring out the worst in each other. Both parties engaged in the type of antagonizing behavior that is likely to trigger the other and provoke an unhealthy response. The Court does not find one party more or less culpable. While there may be a specific origin that could lay blame at a single doorstep, the subsequent actions of the parties have escalated and worsened the dispute. Ms. Ostrout has treated Mr. Krukowski's efforts to obtain invoices and evidence of the expenses as a challenge, and she has responded with anger, ill-temper, and insulting responses that quickly veer into shouted rants. These have, in turn, provoked Mr. Krukowski to dive deeper into his doubts, to record Ms. Ostrout, and to comb through each interaction for the proverbial smoking gun that will expose her claims as false.

Shortly after the hearing on August 25th, the Court was in receipt of a stalking petition from Ms. Ostrout against Mr. Krukowski and a filing by Mr. Krukowski requesting an order in the present case that the parties not have any further contact and that they stay away from each other. Prior to the present action, the Court first met the parties during a stalking petition filed by Mr. Krukowski against Ms. Ostrout in 2025.

While the Court would like to grant the parties their requested mutual relief, such relief is beyond the scope of the present complaint that by its terms is limited to monetary relief under 19 V.S.A. § 7202. The Court is not in a procedural position to offer the parties injunctive relief akin to a mutual set of no stalking orders. More importantly, the Court is not persuaded that such relief, even if granted, would actually bring peace to the parties' proverbial valley. Both parties have demonstrated that nearly any court process can be used to further their efforts to undermine the other, and issuing a no contact order will simply add fuel to the fire. Both parties have expressed the intent not to have contact with the other. Mr. Krukowski has taken steps to remove his sole point of contact with Ms. Ostrout, and she has literally no reason to have contact with him, beyond the judgment that this court will be granting.

While the Court could lecture the parties, particularly Ms. Ostrout, on the need for civility, kindness, and restraint when dealing with a party, this lesson is necessarily limited. Ms. Ostrout knows how to act around other people and to be civil. The Court has witnessed it. The

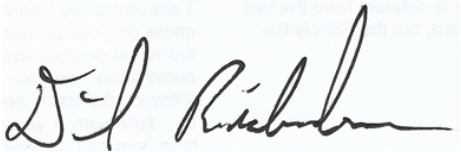
question is whether she can rise to the occasion in this case with this person. Such improvements, however, are ultimately the responsibility of each, and the Court cannot impose change where it is not wanted or embraced. Both parties would be well served to end any contact with the other, to block the other's phone numbers, and to avoid talking with or about the other. Nevertheless, this relief is simply not available in the present case, and the Court will not impose such additional restrictions on a case that has reached its point of conclusion.

ORDER

Based on the foregoing, the Court finds that Plaintiff Ostrout shall have Judgment against Defendant Krukowski for two years of snow plowing contributions that have been established. These are calculated as follows. For 2023–24, Mr. Krukowski shall be liable for 40% of $1,400 or $560. For 2024–25 Mr. Krukowski shall be liable for 40% of $1,400 or $560. This is a total judgment of **$1,120**. All other claims are **Denied.** Based on the mixed outcome of this case, the Court declines to award either side costs or fees, and each party shall bear their own filing and services costs and fees.

This judgment shall mature in 30 days after the time for appeal has passed. At that time, the parties shall be entitled to any post-judgment process permitted under law if the judgment remains unpaid.

Electronically signed on 9/1/2026 1:16 AM pursuant to V.R.E.F. 9(d)



Daniel Richardson
Superior Court Judge