

APPELLATE DIVISION OF THE SUPREME COURT OF THE STATE OF NEW YORK, SECOND JUDICIAL DEPARTMENT

N & P Engineering, Architecture & Land Surveying, PLLC v. Ridge Fire Department

2026 NY Slip Op 00906 · No. 2024-01406 · Decided February 18, 2026

SUMMARY

The Appellate Division, Second Department, affirmed dismissal of an engineering firm's breach-of-contract action against a fire department. The court held that the plaintiff failed to comply with Town Law § 180 because it named the fire department rather than the fire district in its notice of claim and action, and the fire department was not amenable to suit. The court also affirmed denial of the plaintiff's motion to amend the caption to add the fire district.

CASE DETAILS

COURT	Appellate Division of the Supreme Court of the State of New York, Second Judicial Department
WRITING FOR THE COURT	Betsy Barros, J.P.; Barry E. Warhit, J.; Helen Voutsinas, J.; Lillian Wan, J.
JURISDICTION	Supreme Court of the State of New York, Appellate Division, Second Judicial Department
DECIDED	February 18, 2026
DOCKET	2024-01406
DISPOSITION	affirmed
PROCEDURAL POSTURE	The plaintiff appealed from an order granting the defendant's CPLR 3211(a) motion to dismiss the complaint and denying the plaintiff's CPLR 305(c) cross-motion to amend the caption to add Ridge Fire District as a defendant.
STANDARD OF REVIEW	The Appellate Division reviewed the CPLR 3211(a) dismissal and the denial of the CPLR 305(c) amendment motion for error, applying the statutory requirements governing actions against fire districts.
PRECEDENTIAL VALUE	Published New York Appellate Division decision
PARTIES	N & P Engineering, Architecture & Land Surveying, PLLC v. Ridge Fire Department

TOPICS

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QUESTIONS PRESENTED

1. Whether the plaintiff's failure to file a proper notice of claim against Ridge Fire District barred the contract action under Town Law § 180.
2. Whether Ridge Fire Department, as a department of the municipal entity, was amenable to suit.
3. Whether the plaintiff could amend the caption under CPLR 305(c) to add Ridge Fire District as a defendant after commencing the action against Ridge Fire Department.

HOLDINGS

1. Proper filing of a written verified claim with the fire district secretary within the statutory period is a condition precedent to maintaining an action against a fire district, and courts may not excuse noncompliance with Town Law § 180.
2. A fire department that is merely a department of the municipal fire district is not amenable to suit; the action was therefore improperly brought against Ridge Fire Department rather than Ridge Fire District.
3. The Supreme Court properly denied the plaintiff's cross-motion under CPLR 305(c) to amend the caption to add Ridge Fire District as a defendant.

KEY QUOTATIONS

“The proper filing of the notice of claim is a condition precedent to the commencement of an action against a fire district” ([*2])

“courts have no authority to disregard lack of compliance with such a provision” ([*2])

FACTUAL BACKGROUND

In September 2018, the plaintiff entered into a contract with Ridge Fire District to provide engineering and other services for construction of a firehouse. In March 2023, after negotiations over the amount due broke down, the plaintiff filed a notice of claim naming Ridge Fire Department rather than Ridge Fire District. The plaintiff then commenced a breach-of-contract action against the Fire Department, an entity the court determined was not amenable to suit.

PROCEDURAL HISTORY

The plaintiff contracted with Ridge Fire District in September 2018 to provide engineering and related services. After negotiations concerning payment broke down, the plaintiff filed a notice of claim naming Ridge Fire Department and then sued the Fire Department for breach of contract. The Supreme Court, Suffolk County,

dismissed the complaint for failure to comply with Town Law § 180 and denied leave to amend the caption; the Appellate Division affirmed.

DISPOSITION

affirmed

CASES CITED

- JNS Heating Serv., Inc. v. Stony Brook Fire Dist., 216 AD3d 627, 628
- Matter of Elmont Fire Dist. v. Lapeka Constr. Corp., 232 AD2d 636, 637
- Dannemann v. Town of E. Hampton Dept. of Land Acquisition & Mgt., 221 AD3d 960, 962
- McCulloch v. Town of Milan, 74 AD3d 1034, 1035
- Brown v. City of New York, 192 AD3d 963, 965
- Bartnicki v. Centereach Fire Dept., 222 AD2d 637

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