

**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

OPINION

N & P Engg., Architecture & Land Surveying, PLLC v. Ridge Fire Dept. 2026 NY Slip Op 00906
PER CURIAM.

N & P Engg., Architecture & Land Surveying, PLLC v Ridge Fire Dept. (2026 NY Slip
Op 00906) N & P Engg., Architecture & Land Surveying, PLLC v Ridge Fire Dept.
2026 NY Slip Op 00906 Decided on February 18, 2026 Appellate Division, Second Department
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opinion is uncorrected and subject to revision before publication in the Official Reports. Decided
on February 18, 2026

SUPREME COURT OF THE STATE OF NEW YORK

Appellate Division, Second Judicial Department BETSY BARROS, J.P.

BARRY E. WARHIT

HELEN VOUTSINAS

LILLIAN WAN, JJ. 2024-01406

(Index No. 612742/23) [*1]N & P Engineering, Architecture & Land Surveying, PLLC,
appellant, v Ridge Fire Department, respondent. Kosakoff & Cataldo LLP, Melville, NY
(Michael Stanton and Jessica Guzzo of counsel), for appellant. Kaufman Dolowich, LLP,
Woodbury, NY (Andrew L. Richards and Seth J. Meyer of counsel), for respondent. DECISION
& ORDER In an action, inter alia, to recover damages for breach of contract, the plaintiff
appeals from an order of the Supreme Court, Suffolk County (Maureen T. Liccione, J.), dated
December 14, 2023. The order granted that branch of the defendant's motion which was pursuant
to CPLR 3211(a) to dismiss the complaint and denied the plaintiff's cross-motion pursuant to
CPLR 305(c) for leave to amend the caption to add Ridge Fire District as a defendant. ORDERED
that the order is affirmed, with costs. In September 2018, the plaintiff entered into a contract with
Ridge Fire District (hereinafter the Fire District) to provide engineering and other services for the
construction of a firehouse. In March 2023, following a breakdown in negotiations regarding the
amount due under the contract, the plaintiff filed a notice of claim naming Ridge Fire Department
(hereinafter the Fire Department) as the respondent. In May 2023, the plaintiff commenced this
action, inter alia, to recover damages for breach of contract against the Fire Department. The Fire
Department moved, among other things, pursuant to CPLR 3211(a) to dismiss the complaint based

on the plaintiff's failure to comply with Town Law § 180. The plaintiff cross-moved pursuant to CPLR 305(c) to amend the caption to add the Fire District as a defendant. In an order dated December 14, 2023, the Supreme Court granted that branch of the Fire Department's motion which was pursuant to CPLR 3211(a) to dismiss the complaint and denied the plaintiff's cross-motion. The plaintiff appeals. Town Law § 180 states that "[n]o action shall be maintained against a fire district upon or arising out of a contract entered into by the fire district, unless the same shall be commenced within eighteen months after the cause of action thereof shall have accrued, nor unless a written verified claim shall have been filed with the fire district secretary within six months after the cause of action shall have accrued, but no such action shall be brought upon any such claim until forty days have elapsed after the filing of the claim in the office of the fire district secretary." The proper filing [*2]of the notice of claim is a condition precedent to the commencement of an action against a fire district (see *JNS Heating Serv., Inc. v Stony Brook Fire Dist.* , 216 AD3d 627 , 628). Contrary to the plaintiff's contention, courts have no authority to disregard lack of compliance with such a provision (see *id.* ; *Matter of Elmont Fire Dist. v Lapeka Constr. Corp.* , 232 AD2d 636, 637). Much like its counterpart provision pertaining directly to towns and town governments, Town Law § 65(3), Town Law § 180 "contains no provision allowing the court to excuse noncompliance with its requirements" (*Dannemann v Town of E. Hampton Dept. of Land Acquisition & Mgt.* , 221 AD3d 960, 962 , quoting *McCulloch v Town of Milan* , 74 AD3d 1034, 1035). Here, in improperly bringing this action against the Fire Department and not the Fire District, the plaintiff commenced an action against a department of the municipal entity that is not amenable to being sued (see *Brown v City of New York* , 192 AD3d 963, 965 ; *Bartnicki v Centereach Fire Dept.* , 222 AD2d 637). The plaintiff's remaining contention is without merit. Accordingly, the Supreme Court properly granted that branch of the Fire Department's motion which was pursuant to CPLR 3211(a) to dismiss the complaint and denied the plaintiff's cross-motion pursuant to CPLR 305(c) to amend the caption to add the Fire District as a defendant. The Fire Department's remaining contentions need not be reached in light of our determination. BARROS, J.P., WARHIT, VOUTSINAS and WAN, JJ., concur. ENTER: Darrell M. Joseph Clerk of the Court