

CONSTRUCTION LAW NEWSLETTER

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TRENDS IN CONSTRUCTION LAW

Contractors are subject to numerous deadlines within which they must either provide notice of a claim or file suit. Keeping track of the deadlines can be challenging. Here are some important deadlines to keep at the forefront of your mind:

State Agencies:

Last day to file statement of claim: 40 days after mailing of final payment by State.
Last day to sue: 6 months after mailing of final payment.

Towns:

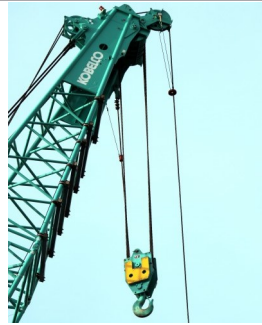
Last day to file verified claim: 6 months after cause of action accrued.
Last day to sue: 18 months after cause of action accrued.

School Districts:

Last day to file verified claim: 3 months after the accrual of the claim.
Last day to sue: 1 year after cause of action accrued.

Villages:

Last day to file a verified claim: 1 year after cause of action arose.
Last day to sue: 18 months after cause of action arose.



It must also be noted that a statute of limitations to sue may be shortened by contract. Courts have upheld the shortening of statutes of limitations to as little as 60 days.

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CASE LAW UPDATE

On April 21, 2016, Justice Christopher E. Cahill, of the Ulster County Supreme Court, decided the case of *E. Contracting v. U.W. Marx Inc.*

The case centered on the proper venue for the lawsuit. A glass subcontractor commenced an action to recover \$841,382.07 allegedly owed by the general contractor. Among other causes of action, the subcontractor sought to foreclose on its public improvement lien and collect

against the labor and material payment bond. Because the NYS Lien Law and the State Finance Law both require that a lawsuit be commenced in the county in which the project took place, the subcontractor commenced the action in Ulster County. The general contractor filed a motion to change venue to Rensselaer County because that was the county specified in the subcontract.

The court ruled that venue was proper in Ulster County because the state statutes govern venue over a contractual provision and the general contractor was not prejudiced thereby.

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Consult your attorney regarding specific legal needs. This may be construed as attorney advertising. Prior results do not guarantee a similar outcome.