

=====  
This memorandum is uncorrected and subject to revision before  
publication in the New York Reports.  
-----

No. 64  
Town of Amherst,  
                  Appellant,  
                  v.  
Granite State Insurance Company,  
Inc.,  
                  Respondent.

John G. Schmidt, Jr., for appellant.  
Marc S. Voses, for respondent.

MEMORANDUM:

The order of the Appellate Division, insofar as  
appealed from, should be affirmed, with costs. Under the facts  
of this case, including the terms of the parties' insurance  
policy, which incorporated the rules of the American Arbitration  
Association, the issue of whether the later agreement between the

parties affected the arbitrability of the dispute should be resolved by the arbitrator (see Matter of Cassone, 63 NY2d 756 [1984]; Matter of Schlaifer v Sedlow, 51 NY2d 181 [1980]).

Town of Amherst v Granite State Insurance Co., Inc.

No. 64

STEIN, J.(dissenting):

Unlike the majority, I interpret the arbitration clause at issue here as narrow, rather than broad. In my view, under the facts of this case and that interpretation of the policy, the determination of the arbitrability of the parties' dispute should be made by the courts (see generally Silverstein Props. v Paine, Webber, Jackson & Curtis, 65 NY2d 785, 787-788 [1985]).

Accordingly, I dissent and would reverse the order of the Appellate Division.

\* \* \* \* \*

Order, insofar as appealed from, affirmed, with costs, in a memorandum. Chief Judge DiFiore and Judges Rivera, Garcia and Wilson concur. Judge Stein dissents in an opinion. Judge Fahey took no part.

Decided June 1, 2017