

Town of Amherst v Granite State Ins. Co., Inc.
2017 NY Slip Op 04321
Decided on June 1, 2017
Court of Appeals
Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431.
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Decided on June 1, 2017

No. 64

[*1]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 [*2]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]).

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.

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[Return to Decision List](#)