

\*\*\*\*\*

The “officially released” date that appears near the beginning of each opinion is the date the opinion will be published in the Connecticut Law Journal or the date it was released as a slip opinion. The operative date for the beginning of all time periods for filing postopinion motions and petitions for certification is the “officially released” date appearing in the opinion. In no event will any such motions be accepted before the “officially released” date.

All opinions are subject to modification and technical correction prior to official publication in the Connecticut Reports and Connecticut Appellate Reports. In the event of discrepancies between the electronic version of an opinion and the print version appearing in the Connecticut Law Journal and subsequently in the Connecticut Reports or Connecticut Appellate Reports, the latest print version is to be considered authoritative.

The syllabus and procedural history accompanying the opinion as it appears on the Commission on Official Legal Publications Electronic Bulletin Board Service and in the Connecticut Law Journal and bound volumes of official reports are copyrighted by the Secretary of the State, State of Connecticut, and may not be reproduced and distributed without the express written permission of the Commission on Official Legal Publications, Judicial Branch, State of Connecticut.

\*\*\*\*\*

SANDRA DORFMAN *v.* FIRST CHOICE CONSTRUCTION CORPORATION  
(AC 19165)

Lavery, C. J., and Spear and Hennessy, Js.

Argued March 20—officially released July 25, 2000

Counsel

*Robert L. Trowbridge*, for the appellant (plaintiff).

*Christopher G. Winans*, for the appellee (defendant).

*Opinion*

PER CURIAM. The plaintiff in this construction contract dispute appeals from the judgment granting the defendant’s motion to confirm an arbitration award rendered in favor of the defendant. The plaintiff, Sandra Dorfman, claims that the trial court improperly confirmed the award because (1) the arbitrator violated the very contractual provision from which he derived his authority, (2) the arbitrator acted outside the scope of his authority by failing to follow a mandatory provision of the contract regarding termination of the construction contract and (3) the arbitrator acted in manifest disregard of the law. We affirm the judgment of the trial court.

This case arose out of a dispute between the plaintiff owner and the defendant construction company wherein each alleged breaches of a construction contract. The contract, which contained an arbitration clause, provided for the defendant to perform extensive work at the home of the plaintiff in Washington, Connecticut.

It is the appellant's burden to provide a record that is adequate for review on appeal. *Kirei v. Hadley*, 47 Conn. App. 451, 458, 705 A.2d 205 (1998). The court did not file a memorandum of decision or a signed transcript of an oral decision. The plaintiff filed a motion for articulation, which the trial court denied. The plaintiff did not thereafter file a motion for review of the denial of her motion for articulation. Practice Book § 66-7 provides in relevant part: "Any party aggrieved by the action of the trial judge as regards . . . articulation . . . may, within ten days of the issuance of notice of the order sought to be reviewed, make a written motion for review to the [appellate] court . . . ." The record here contains the arbitrator's award and the court's order that simply confirms the award. Nowhere in this record can we find the basis for the actions of the arbitrator<sup>1</sup> or the trial court.

**The judgment is affirmed.**

<sup>1</sup> Some record of the actions of the arbitrator would be required for us to consider the plaintiff's claim that the arbitrator acted in manifest disregard of the law.