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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.

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KATZ, J., dissenting. I disagree with the majority's conclusion that the plaintiffs lack standing to seek indemnification under General Statutes § 5-141d[1] because the interests of a creditor of a state employee's estate are not within the zone of interests sought to be protected by the statute. I also disagree with the majority's conclusion that § 5-141d does not abrogate sovereign immunity so as to permit state employees to bring an action in Superior Court against the state for indemnification because, although § 5-141d provides an express waiver of immunity from liability, it neither expressly nor implicitly waives immunity from suit. In reaching this conclusion, the majority determines that: (1) a waiver of immunity from liability is a concept that is distinct from, and does not confer implicitly, a waiver of immunity from suit; and (2) the legislature intended state employees to file for permission to sue the state with the claims commissioner under General Statutes § 4-160.[2] In my view, construing § 5-141d to be in derogation of sovereign immunity is required in order to give effect to the legislature's clearly expressed intention to obligate the state to indemnify its employees.

I

I begin with the issue of standing; see *Fort Trumbull Conservancy, LLC* v. *Alves*, 262 Conn. 480, 485, 815 A.2d 1188 (2003); *Ramos* v. *Vernon*, 254 Conn. 799, 808, 761 A.2d 705 (2000); specifically, the question of whether the interests of creditors of an insolvent estate of a state employee are within the zone of interests intended to be protected by § 5-141d. The majority concludes that the right to pursue an indemnification action under § 5-141d is vested solely in the state employee because there is no express language in the statute or the legislative history to evince the legislature's intention that the employee's creditors may pursue such claims. I disagree with this narrow approach to determine the statute's zone of interest.

"Standing concerns [inter alia] the question whether the interest sought to be protected by the complainant is *arguably* within the zone of interests to be protected or regulated by the statute or constitutional guarantee in question." (Emphasis added; internal quotation marks omitted.) *Med-Trans of Connecticut, Inc.* v. *Dept. of Public Health & Addiction Services*, 242 Conn. 152, 160, 699 A.2d 142 (1997); *State* v. *Nardini*, 187 Conn. 109, 113, 445 A.2d 304 (1982); *Mystic Marinelife Aquarium, Inc.* v. *Gill*, 175 Conn. 483, 492, 400 A.2d 726 (1978). In *Norwich* v. *Silverberg*, 200 Conn. 367, 374–75, 511 A.2d 336 (1986), this court considered the purpose behind General Statutes § 7-101a, an analogous provision to the one in the present case, requiring that municipalities indemnify municipal employees for negligent

actions occurring in the scope of employment. Then Chief Justice Peters, writing for the court, explained "the apparent purpose behind [the statute's] enactment. The statute is designed to furnish some relief for injustice that would otherwise attend our well-established doctrine of sovereign municipal immunity. . . . Absent such a statute, claimants injured by the misconduct of municipal officers and employees acting in the course of their official duties would be limited to recourse against individual tortfeasors. The legislature might reasonably have concluded that such limited recourse would be unfair *both to the injured claimant and to the municipal officer or employee. From the point of view of the claimant, he would be confronted with a defendant who might well lack the resources to provide adequate compensation for the claimant's injuries.* From the point of view of the municipal officer or employee, he would be required to shoulder ultimate liability, as well as the costs of defense, for conduct that was solely beneficial to his municipal employer. To remedy these distortions that the law of sovereign immunity would otherwise impose upon the fair allocation of the risks of accident and other tortious misconduct, the legislature provided for statutory indemnification by municipalities to relieve individual municipal employees and officers of personal liability for injuries they cause, or are alleged to have caused, to third parties on behalf of their municipalities." (Citations omitted; emphasis added.) Id.

In my view, the dual purpose we recognized in *Norwich*, wherein the relevant statutory language was identical to that in § 5-141d; compare General Statutes § 7-101a with General Statutes § 5-141d; is equally applicable in the present case. Therefore, I would conclude that the plaintiffs, as creditors, are "arguably within the zone of interests to be protected or regulated by the statute"; (internal quotation marks omitted) *Med-Trans of Connecticut, Inc.* v. *Dept. of Public Health & Addiction Services*, supra, 242 Conn. 160; and, accordingly, have standing to assert their claim for indemnification.

II

I next turn to the majority's conclusion that § 5-141d does not abrogate sovereign immunity so as to permit suit against the state. I recognize that its conclusion was driven by this court's recent decision in *Martinez* v. *Dept. of Public Safety*, 263 Conn. 74, 818 A.2d 758 (2003), in which we concluded that General Statutes § 53-39a waived the state's immunity from liability for indemnification of state police officers but not immunity from suit. I further recognize the importance of the rule of stare decisis in our judicial system. See generally *Conway* v. *Wilton*, 238 Conn. 653, 658–59, 680 A.2d 242 (1996). Nonetheless, we do not adhere rigidly to precedent when a decision is clearly in error and does not further the interests of justice. Id., 659–60; see

Craig v. *Driscoll*, 262 Conn. 312, 328–29, 813 A.2d 1003 (2003). In my view, *Martinez* is such a case. I believe that the decision warrants further consideration, not because I did not have an opportunity to cast my vote on the question, but, rather, because *Martinez*, which I believe was wrongly decided, was on the forefront of an issue having ramifications for the construction of numerous other statutes conferring rights to individuals and imposing attendant obligations on the state, as in the present case.

Accordingly, I turn to the issue of whether § 5-141d is in derogation of sovereign immunity. In accordance with our general principles of statutory construction, ''[this] process . . . involves a reasoned search for the intention of the legislature. . . . In seeking to determine that meaning, we look to the words of the statute itself, to the legislative history and circumstances surrounding its enactment, to the legislative policy it was designed to implement, and to its relationship to existing legislation and common law principles governing the same general subject matter.'' (Internal quotation marks omitted.) *Babes* v. *Bennett*, 247 Conn. 256, 261–62, 721 A.2d 511 (1998). Moreover, ''[o]ur analysis is more specifically illuminated by the well settled principle that when the state waives sovereign immunity by statute a party attempting to sue under the legislative exception must come clearly within its provisions, because [s]tatutes in derogation of sovereignty should be strictly construed in favor of the state, so that its sovereignty may be upheld and not narrowed or destroyed . . . .'' (Internal quotation marks omitted.) Id., 262. Finally, our analysis, for almost one century, has been guided by the rule that the legislature may waive the state's sovereign immunity ''provided clear intention to that effect is disclosed by the use of express terms or by force of a necessary implication.'' (Internal quotation marks omitted.) *Dept. of Public Works* v. *ECAP Construction Co.*, 250 Conn. 553, 558–59, 737 A.2d 398 (1999); *Lacasse* v. *Burns*, 214 Conn. 464, 468, 572 A.2d 357 (1990); *Struckman* v. *Burns*, 205 Conn. 542, 558, 534 A.2d 888 (1987); *Duguay* v. *Hopkins*, 191 Conn. 222, 228, 464 A.2d 45 (1983); *Baker* v. *Ives*, 162 Conn. 295, 298, 294 A.2d 290 (1972); *Murphy* v. *Ives*, 151 Conn. 259, 262–63, 196 A.2d 596 (1963); *State* v. *Kilburn*, 81 Conn. 9, 11, 69 A. 1028 (1908).

The majority concludes, and I agree, that § 5-141d does not contain language that we typically would consider an explicit waiver of sovereign immunity. Cf. *Capers* v. *Lee*, 239 Conn. 265, 268 n.4, 273, 684 A.2d 696 (1996) (concluding that General Statutes § 52-556, which provides that ''person injured . . . shall have a right of action against the state to recover damages for such injury'' provides express waiver of sovereign immunity). The majority construes this language, however, solely as a waiver of immunity from liability, but not immunity from suit. It relies on the fact that this

court has recognized a distinction between immunity from liability and immunity from suit and reasons that, although a waiver of immunity from suit may imply a waiver of liability, the reverse does not result by necessary implication. In my view, the majority misconstrues the nature of the distinction between immunity from suit and immunity from liability so as to disconnect concepts that are by necessity interrelated.

The distinction that underlies the majority's opinion was discussed in *Bergner* v. *State*, 144 Conn. 282, 284–86, 130 A.2d 293 (1957), wherein this court explained the source and nature of the rule of sovereign immunity: ''It is a well-established rule of the common law that a state cannot be sued without its consent. . . . This rule has its origin in the ancient common law. The king, being the fountainhead of justice, could not be sued in his own courts. . . . However, the king as the source of justice could not well refuse to redress the wrongs done to his subjects. Consequently, a procedure was developed whereby the subject, by bringing a petition to the king and securing his accession, could litigate his claim in the courts. . . . While a petition lay for a wide variety of actions, mostly proprietary in nature, it did not lie for torts because of the hoary maxim 'The king can do no wrong.' . . .

''From this history we see that there apparently were two principles at the foundation of the proposition that the king, and subsequently the state, could not be sued without consent. One was sovereign immunity from suit and the other was sovereign immunity from liability. . . . The distinction between immunity from suit and immunity from liability appears to have been recognized in *State* v. *Kilburn*, [supra, 81 Conn. 11], and *State* v. *Anderson*, 82 Conn. 392, 394, 73 A. 751 [1909]. The great majority of the courts of other jurisdictions make this same distinction and hold that a statute granting consent to sue the state merely provides a remedy to enforce such liability as the general law recognizes.'' (Citations omitted.)

Thus, the origin of this distinction is based on the premise that, on occasion, the king would waive his immunity from suit, thereby submitting himself to the jurisdiction of the courts, and that a concomitant waiver of liability would result, but only for those wrongs for which suit was permitted. In modern law, we have explained, ''the state's waiver of its immunity from liability only arises after a prior determination that it has waived its immunity from suit, and that a waiver of immunity from suit does not necessarily imply a waiver of immunity *from all aspects of liability*.''[3] (Emphasis added.) *Shay* v. *Rossi*, 253 Conn. 134, 166–67, 749 A.2d 1147 (2000); accord *Lacasse* v. *Burns*, supra, 214 Conn. 469. Consistent with the foregoing principle, we have concluded that a waiver of immunity from liability for damages does not also waive immunity from liability

for an award of prejudgment interest; *Struckman* v. *Burns*, supra, 205 Conn. 556; or taxation of costs. *State* v. *Chapman*, 176 Conn. 362, 366, 407 A.2d 987 (1978); *State* v. *Anderson*, supra, 82 Conn. 394. Therefore, although we have recognized a *distinction* between immunity from suit and immunity from liability, we never have treated them as *disconnected* concepts such that a waiver of one was not accompanied by a waiver of the other to some extent.[4]

In *Bergner* v. *State*, supra, 144 Conn. 284, this court was faced with the specific question of whether a legislative enactment specifically granting the plaintiff a right to sue the state merely waived immunity from suit, as the defendant contended, or whether it also waived immunity from liability. The court reasoned that the defendant's construction rendered the statute ''utterly useless and meaningless'' because it granted the plaintiff nothing. Id., 287. The court noted that ''[i]t is a cardinal rule of statutory construction that courts must presume that legislatures do not intend to enact useless legislation.'' Id. It further noted that ''a statute conferring a privilege or a right carries with it by implication everything necessary to ensure the realization of that privilege or to establish that right in order to make it effectual and complete.'' Id., 288. Accordingly, the court looked beyond the ''literal meaning of the words used in [the statute] to its history, to the language used in all its parts, and to its purpose and policy,'' concluding that the statute by necessary implication also waived immunity from liability and therefore abrogated sovereign immunity. Id.

Therefore, consistent with our approach in *Bergner*, the question before us is whether § 5-141d, when viewed in light of the statutory language, its legislative history and the policy that the statute was intended to effectuate, indicates the legislature's intent to abrogate sovereign immunity. As with any issue of statutory construction, we begin with the language of the statute. Section 5-141d (a) provides in relevant part: ''The state *shall save harmless and indemnify* any state officer or employee . . . from financial loss and expense arising out of any claim . . . by reason of his alleged negligence or alleged deprivation of any person's civil rights . . . if the officer . . . [or] employee . . . is found to have been acting in the discharge of his duties or within the scope of his employment and such act or omission is found not to have been wanton, reckless or malicious.'' (Emphasis added.) In construing this language, we are not writing on a blank slate. In *Hunte* v. *Blumenthal*, 238 Conn. 146, 147–48, 680 A.2d 1231 (1996), this court, sitting en banc, considered whether foster parents were employees within the meaning of § 5-141d. The court unanimously proceeded from the premise that ''[§] 5-141d [is] in derogation of sovereign immunity and therefore must be strictly construed.'' Id., 152; see id., 168 (*Callahan, J.*, dissenting). Because a conclusion to the

contrary would have deprived the court of subject matter jurisdiction; *Martinez* v. *Dept. of Public Safety*, supra, 263 Conn. 80–81; *Federal Deposit Ins. Corp.* v. *Peabody, N.E., Inc.*, 239 Conn. 93, 99, 680 A.2d 1321 (1996); this determination was essential to the holding in *Hunte*.

The court's conclusion in *Hunte* is consistent with our subsequent construction, in *Vibert* v. *Board of Education*, 260 Conn. 167, 173, 793 A.2d 1076 (2002), of essentially identical language contained in another statute. In *Vibert*, this court examined General Statutes § 10-235 (a), which provides in relevant part: ''Each board of education *shall protect and save harmless* . . . any teacher . . . and the State Board of Education . . . *shall protect and save harmless* any . . . teacher or other [public school] employee . . . from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence . . . or any other acts . . . resulting in any injury, which acts are not wanton, reckless or malicious, provided such teacher . . . was acting in the discharge of his or her duties or within the scope of employment . . . .'' (Emphasis added.) *Vibert* v. *Board of Education*, supra, 171–72. The court concluded that the '' 'protect and save harmless' language [is] indicative of a legislative intent to impose a *duty* of indemnification. . . . Thus, the 'protect and save harmless' language of § 10-235 (b) *clearly mandates* that a board of education indemnify a teacher for conduct falling within the purview of that subsection.'' (Citation omitted; emphasis added.) Id., 173. Therefore, in accordance with *Hunte* and *Vibert*, the legislature's use of mandatory language in § 5-141d evinced its clear intention that indemnification not be discretionary. See *Santiago* v. *State*, 261 Conn. 533, 540, 804 A.2d 801 (2002) (distinguishing mandatory from directory language); *Williams* v. *Commission on Human Rights & Opportunities*, 257 Conn. 258, 284–85, 777 A.2d 645 (2001) (same). The *only* way to give that effect to the statute is to construe it to be in derogation of sovereign immunity so as to permit employees to enforce that right.

Nevertheless, the majority in the present case concludes that its construction does not render § 5-141d meaningless because employees have recourse to seek indemnification by filing a claim with the claims commissioner. There are two substantive flaws with this conclusion. First, it runs counter to the mandatory language that the legislature adopted because the claims commissioner has discretion whether to grant permission to sue the state; see footnote 2 of this dissenting opinion; or to award specified damages. See General Statutes § 4-158.[5] Indeed, because the right to indemnification under § 5-141d is predicated on certain factual findings—that the employee was acting in the discharge of his duties or within the scope of his employment and

that the act was not wanton, reckless or malicious—the claims commissioner has broad latitude in making this decision. See *A-G Foods, Inc.* v. *Pepperidge Farm, Inc.*, 216 Conn. 200, 207, 579 A.2d 69 (1990) (scope of employment typically question of fact); *King* v. *Board of Education*, 203 Conn. 324, 327, 524 A.2d 1131 (1987) (same). In construing § 5-141d, the question before us is not, as the majority supposes, whether the commissioner will or will not be fair in exercising that discretion. The question is whether, by employing mandatory language, the legislature intended that state employees be *guaranteed* a right to indemnification so that they could proceed with the business of the state unhampered by concerns as to whether they would incur personal liability for negligent acts. If so, resort to the claims commissioner clearly would not effectuate the legislature's intent.

Second, the majority's interpretation renders § 5-141d nothing more than a policy directive by the legislature—advising the claims commissioner under what circumstances to authorize such claims and providing notice to employees that they may assert such claims.[6] I am unaware of any other instance in which this court has construed a legislative enactment that expressly mandates a duty to have *no force of law*. This court generally eschews an interpretation that renders a statute a legal nullity. See, e.g., *Waterbury* v. *Washington*, 260 Conn. 506, 532, 800 A.2d 1102 (2002); *Green* v. *General Dynamics Corp.*, 245 Conn. 66, 75, 712 A.2d 938 (1998); *Sanzone* v. *Board of Police Commissioners*, 219 Conn. 179, 191, 592 A.2d 912 (1991). Indeed, had the legislature intended to issue what is tantamount to a policy directive, it was unnecessary to enact § 5-141d. A state employee, like any other person, may file a claim with the claims commissioner, who may approve immediate payment of claims under $7500; General Statutes § 4-158 (a); or grant permission to sue the state for damages above that amount "on any claim which, in his opinion, presents an issue of law or fact under which the state, were it a private person, could be liable." General Statutes § 4-160 (a). Therefore, even prior to the enactment of § 5-141d, the claims commissioner could permit a state employee to sue the state for claims seeking damages above a certain amount if the facts were such that a private employer could have been held liable under a common-law indemnification action. See 2 Restatement (Second), Agency §§ 438 through 440 (1958). Moreover, the legislature's policy in this regard had been set forth in General Statutes § 4-165, which was enacted in 1959, prior to the 1983 enactment of § 5-141d.[7] See Public Acts 1983, No. 83-464, §§ 1 and 3 (amending existing § 4-165 to conform with language in newly enacted § 5-141d). Section 4-165, which prescribes the terms under which statutory immunity may be available, prescribes the same factual predicates as those set forth in § 5-141d.

The legislative history, although sparse, also supports the conclusion that the legislature did not intend, when enacting § 5-141d, that state employees enforce their right to indemnification by filing a claim with the claims commissioner under chapter 53 of the General Statutes. Testimony given in committee hearings and remarks made during legislative debates on Senate Bill No. 737, which eventually was enacted as § 5-141d, indicate that the bill was intended to provide a mechanism that previously did not exist in order to ensure indemnification protection. See Conn. Joint Standing Committee Hearings, Labor and Public Employees, Pt. 1, 1983 Sess., pp. 270–71; 26 S. Proc., Pt. 9, 1983 Sess., p. 2843; 26 H.R. Proc., Pt. 21, 1983 Sess., p. 7498.[8] Indeed, the legislative history makes no reference to bringing indemnification claims before the claims commissioner. Although we generally do not infer legislative intent from silence; *Spears* v. *Garcia*, 263 Conn. 22, 34–35, 818 A.2d 37 (2003); the legislature's expressed intent to create a new mechanism, coupled with its silence as to the claims commissioner, indicates that it did not intend for state employees to be required to resort to filing a claim with the claims commissioner, as any private individual would. Moreover, during committee hearings, Sandra Biloon, the director of personnel and labor relations and the deputy commissioner of administrative services explained that the "[b]ill [was] intended to provide . . . comparability with similar legislation for teachers and administrators in higher education." Conn. Joint Standing Committee Hearings, supra, p. 271. As previously noted, we have construed § 10-235, the provision indemnifying teachers, as imposing a mandatory duty. See *Vibert* v. *Board of Education*, supra, 260 Conn. 173–74. This court has, in the past, construed statutes as abrogating sovereign immunity when consistent with furthering a legislative intent to afford a right to a class of individuals or to encompass substantive rights not expressly conferred by abrogation. See *Babes* v. *Bennett*, supra, 247 Conn. 268–71 (where state waived immunity under General Statutes § 52-556, permitting wrongful death claim, legislative history indicated state not immune from allocation of damages under General Statutes § 52-572h despite no waiver of immunity therein); *Mahoney* v. *Lensink*, 213 Conn. 548, 556–61, 569 A.2d 518 (1990) (rejecting contention that, by failing to provide express waiver of sovereign immunity, legislature intended for patients in state mental hospitals to bring claims to claims commissioner); *Mahoney* v. *Lensink*, supra, 558 ("necessary implication of the purposes sought to be served by the enactment of the patients' bill of rights that the legislature intended to provide a direct cause of action against the state and thus to waive its sovereign immunity").

In sum, we are left with an imperfect choice when construing the language in § 5-141d. The statute does not include language that we typically would construe

as an express waiver of sovereign immunity. It does, however, affirmatively impose on the state a duty to indemnify its employees when they are sued by third persons in their individual capacity for negligent acts. We can apply a mechanistic, formal approach that would render the indemnification provision ''utterly useless and meaningless''; *Bergner* v. *State*, supra, 144 Conn. 287; or we can ''look beyond the literal meaning of the words used''; id., 288; to further the statute's purpose of ensuring that state employees may conduct the state's business without concern about incurring personal liability for mere negligence. In my view, the latter is the correct approach.

Accordingly, I respectfully dissent.

[1] General Statutes § 5-141d provides: ''(a) The state shall save harmless and indemnify any state officer or employee, as defined in section 4-141, and any member of the Public Defender Services Commission from financial loss and expense arising out of any claim, demand, suit or judgment by reason of his alleged negligence or alleged deprivation of any person's civil rights or other act or omission resulting in damage or injury, if the officer, employee or member is found to have been acting in the discharge of his duties or within the scope of his employment and such act or omission is found not to have been wanton, reckless or malicious.

''(b) The state, through the Attorney General, shall provide for the defense of any such state officer, employee or member in any civil action or proceeding in any state or federal court arising out of any alleged act, omission or deprivation which occurred or is alleged to have occurred while the officer, employee or member was acting in the discharge of his duties or in the scope of his employment, except that the state shall not be required to provide for such a defense whenever the Attorney General, based on his investigation of the facts and circumstances of the case, determines that it would be inappropriate to do so and he so notifies the officer, employee or member in writing.

''(c) Legal fees and costs incurred as a result of the retention by any such officer, employee or member of an attorney to defend his interests in any such civil action or proceeding shall be borne by the state only in those cases where (1) the Attorney General has stated in writing to the officer, employee or member, pursuant to subsection (b), that the state will not provide an attorney to defend the interests of the officer, employee or member, and (2) the officer, employee or member is thereafter found to have acted in the discharge of his duties or in the scope of his employment, and not to have acted wantonly, recklessly or maliciously. Such legal fees and costs incurred by a state officer or employee shall be paid to the officer or employee only after the final disposition of the suit, claim or demand and only in such amounts as shall be determined by the Attorney General to be reasonable. In determining whether such amounts are reasonable the Attorney General may consider whether it was appropriate for a group of officers, employees or members to be represented by the same counsel.

''(d) The provisions of this section shall not be applicable to any state officer or employee to the extent he has a right to indemnification under any other section of the general statutes.''

[2] General Statutes § 4-160 (a) provides: ''When the Claims Commissioner deems it just and equitable, he may authorize suit against the state on any claim which, in his opinion, presents an issue of law or fact under which the state, were it a private person, could be liable.''

[3] In accordance with the principle that ''the state's waiver of its immunity from liability only arises after a prior determination that it has waived immunity from suit''; *Shay* v. *Rossi*, 253 Conn. 134, 166, 749 A.2d 1147 (2000); when the state has waived its immunity from liability, as the majority concedes it has in the present case, it is clear that the legislature implicitly has made a prior determination to waive its immunity from suit as a necessary predicate to that action.

[4] The only circumstance in which this court has recognized a waiver of immunity from liability without inferring a concomitant waiver of immunity from suit is in the context of municipal immunity. See *Bergner* v. *State*, supra, 144 Conn. 285–86, and cases cited therein. This approach is a neces-

sary corollary to the difference between the state's sovereign immunity and a municipality's governmental immunity. "A suit against a municipality is not a suit against a sovereign. Towns have no sovereign immunity, and are capable of suing and being sued . . . in any action. . . . Municipalities do, in certain circumstances, have a governmental immunity from liability. . . . But that is entirely different from the state's sovereign immunity from suit . . . ." (Citations omitted; internal quotation marks omitted.) *Murphy* v. *Ives*, supra, 151 Conn. 264; accord *Westport Taxi Service, Inc.* v. *Westport Transit District*, 235 Conn. 1, 26, 664 A.2d 719 (1995); see generally *Giannitti* v. *Stamford*, 25 Conn. App. 67, 78–79, 593 A.2d 140, cert. denied, 220 Conn. 918, 597 A.2d 333 (1991). Accordingly, a statute waiving a municipality's immunity, consistent with the source of that immunity, only waives immunity from liability.

[5] General Statutes § 4-158 provides in relevant part: "(a) The Claims Commissioner may approve immediate payment of just claims not exceeding seven thousand five hundred dollars. . . .

"(b) Any person who, having filed a claim for more than seven thousand five hundred dollars, wishes to protest an award of the Claims Commissioner under the provisions of this section may waive immediate payment and his claim shall be submitted to the General Assembly under the provisions of section 4-159. . . ."

[6] It is noteworthy that, when the legislature has intended to set forth a statement of policy, it has used express language to evince such an intention. See, e.g., General Statutes §§ 3-76b, 5-219a (a) and 10-27. Indeed, typically, when the legislature declares policy, it enacts other specific provisions to implement the policy. See, e.g., General Statutes § 8-242 (with regard to Connecticut Housing Finance Authority Act, "[i]t is further found, *as more particularly set forth in the plan of conservation and development for Connecticut* that the declared policy of the state is to discourage the development of areas which remain in their natural state and to encourage the further development and revitalization of the other areas of the state" [emphasis added]); General Statutes § 10a-221 (with regard to Connecticut Higher Education Supplemental Authority Act, "*[i]t is the purpose of this chapter* and policy of the state to provide a measure of financial assistance to students in or from the state, their parents and others responsible for the costs of their education and an alternative method to enable Connecticut institutions for higher education to assist qualified students to attend such institutions, all to the public benefit and good, *to the extent and manner provided herein*" [emphasis added]).

[7] General Statutes § 4-165 provides in relevant part: "No state officer or employee shall be personally liable for damage or injury, not wanton, reckless or malicious, caused in the discharge of his duties or within the scope of his employment. Any person having a complaint for such damage or injury shall present it as a claim against the state under the provisions of this chapter. . . ."

[8] In hearings before the committee on labor and public employees, Sandra Biloon, the director of personnel and labor relations and the deputy commissioner of administrative services, testified to explain the effect of various bills pending that impacted her departments. See Conn. Joint Standing Committee Hearings, supra, pp. 266–75. Specifically, with respect to Senate Bill No. 737, Biloon stated: "The purpose [of the bill] is to clearly provide for the indemnification of state officers and employees from financial loss and expense suffered pursuant to a claim against the State under the provisions of Chapter 53 [of the General Statutes] and any other claims excepted from the protections of this Chapter.

"The change is needed to provide a clear indemnification procedure for all state employees and to [e]nsure that they will not personally bear the costs of legal fees. . . . This Bill is intended to provide more specific language than now exists and also comparability with similar legislation for teachers and administrators in higher education." Id., p. 271.

During debate in the Senate on the bill, Senator Howard T. Owens, Jr., explained: "On the bill itself . . . it establishes a mechanism for conditions of the indemnification of state employees and employees from financial loss and expenses arising out of any civil action against them based on their actions in the discharge of their duties." 26 S. Proc., supra, p. 2843. Similarly, during debate on the bill in the House of Representatives, Representative Richard D. Tulisano similarly explained: "[T]he bill establishes a mechanism for conditions of indemnification of state officers for financial loss [a]rising out of . . . civil actions which would be against them based on the discharge of their duties and within the scope of their employment." 26 H.R. Proc.,

supra, p. 7498.