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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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FOTI, J., dissenting. I respectfully disagree with the majority's determination that a claim of arbitrability tolls the thirty day period within which a motion to vacate an arbitration award must be filed pursuant to General Statutes § 52-420 (b).[1] The defendant, Teofil Boata, failed to file a timely motion to vacate the arbitration award issued in favor of the plaintiff, MBNA America Bank, N.A. The trial court consequently concluded that it lacked subject matter jurisdiction over the defendant's objection to the plaintiff's application to confirm the award, which it treated as a motion to vacate. That conclusion is consistent with *Wu* v. *Chang*, 264 Conn. 307, 313, 823 A.2d 1197 (2003), in which our Supreme Court determined that a party seeking an order to vacate an arbitration award on any of the grounds set forth in General Statutes § 52-418[2] must do so within the thirty day period prescribed by § 52-420 (b). ''In other words, once the thirty day limitation period of § 52-420 (b) has passed, the award may not thereafter be attacked on any of the grounds specified in . . . § 52-418 . . . . To conclude otherwise would be contrary not only to the clear intent of the legislature as expressed in [General Statutes] §§ 52-417, 52-418 and 52-420 (b), but also to a primary goal of arbitration, namely, the efficient, economical and expeditious resolution of private disputes.'' (Citation omitted; internal quotation marks omitted.) Id. Because the defendant in the present case objected to the confirmation of the arbitration award on the ground that the arbitrator lacked authority to arbitrate the dispute, as set forth in § 52-418 (4),[3] and the defendant failed to do so within thirty days of receiving notice of the award, I believe that the court properly determined that it lacked subject matter jurisdiction over the defendant's objection.[4] Accordingly, I would affirm the court's judgment confirming the arbitration award in favor of the plaintiff.

I respectfully dissent.

[1] General Statutes § 52-420 (b) provides: ''No motion to vacate, modify or correct an award may be made after thirty days from the notice of the award to the party to the arbitration who makes the motion.''

[2] General Statutes § 52-418 provides in relevant part: ''(a) Upon the application of any party to an arbitration, the superior court . . . shall make an order vacating the award if it finds any of the following defects . . . (4) if the arbitrators have exceeded their powers or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made. . . .''

[3] The majority states that General Statutes § 52-418 (4) ''presupposes the existence of an agreement to arbitrate''; see footnote 7 of the majority opinion; but I disagree. Section 52-418 (4) refers only to the arbitrators' exercise of power that the parties had not contemplated. If one of the parties believes that no agreement to arbitrate exists, but the arbitrator nonetheless exercises power, then that party may claim that the arbitrator exceeded his power because that party believes that the arbitrator had no power at all. Likewise, if the parties agree that arbitration is proper, but one of them believes that the arbitrator has less power than the other party believes, and the arbitrator exercises power in accordance with the second party's view, then the first party may claim that the arbitrator exceeded his power.

The majority's consideration of the parties' agreement, or lack thereof, regarding the propriety of arbitration has no bearing on the proper interpretation of § 52-418 (4). The majority's interpretation of § 52-418 (4) contravenes the plain meaning rule of General Statutes § 1-2z.

[4] The majority gives great weight to the statement that "[t]he authority of the arbitrator is a subject matter jurisdiction issue, and as such it may be challenged at any time prior to a final court judgment." *Bennett* v. *Meader*, 208 Conn. 352, 364, 545 A.2d 553 (1988). As our Supreme Court explained in *White* v. *Kampner*, 229 Conn. 465, 477 n.12, 641 A.2d 1381 (1994), "[d]espite the expansive language of this last statement . . . it is clear that *Bennett* does not stand for the broad proposition . . . that all issues of arbitrability involve subject matter jurisdiction." It is unclear which issues of arbitrability involve subject matter jurisdiction and which do not. In *Bennett*, subject matter jurisdiction was implicated in a claim that the parties' agreement to arbitrate had failed to satisfy the requirement in General Statutes § 52-408 that the agreement be in writing. *Bennett* v. *Meader*, supra, 364. In *White*, subject matter jurisdiction was not implicated in a claim that the parties' agreement to arbitrate had required negotiation sessions to occur before arbitration. *White* v. *Kampner*, supra, 469, 477 n.12. More recently, in *Alexson* v. *Foss*, 276 Conn. 599, 603–10, 887 A.2d 872 (2006), subject matter jurisdiction was not implicated in a claim that the parties had failed to comply with the requirement in General Statutes § 47-28 that agreements to arbitrate land disputes be recorded in the town clerk's office. I believe that the present case is similar to *White* and *Alexson* because the defendant's claim is that the arbitrator lacked authority to arbitrate the dispute, as set forth in General Statutes § 52-418 (4). As I stated in footnote 3, § 52-418 (4) plainly and unambiguously applies to any claim that an arbitrator exceeded his power, regardless of the existence of an agreement to arbitrate. Because our Supreme Court determined in *Wu* v. *Chang*, supra, 264 Conn. 313, that all grounds for vacatur provided in § 52-418 are subject to the thirty day limitation period of General Statutes § 52-420 (b), I must conclude that § 52-418 (4) does not implicate subject matter jurisdiction. According to the majority's characterization of *Bennett* and *White*, "questions of arbitrability that inquire into the existence of a valid agreement to arbitrate are the types of arbitrability issues that necessarily involve a challenge to the arbitrator's subject matter jurisdiction . . . ." Notably, however, compliance with the thirty day limitation period of § 52-420 (b) was not an issue in either of those cases. See *Bennett* v. *Meader*, supra, 354; *White* v. *Kampner*, supra, 470.