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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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ZARELLA, J., with whom SULLIVAN, C. J., joins, concurring. I concur in parts I and II of the well reasoned majority opinion. I also concur in the result reached in part III but disagree with the analysis therein.

Our case law clearly establishes that, in order to demonstrate the inapplicability of the doctrine of sovereign immunity, a plaintiff must establish that the legislature, either expressly or by necessary implication, statutorily waived sovereign immunity. This court has long held that the state ''is not to be sued without its consent. Its rights are not to be diminished by statute, unless a clear intention to that effect on the part of the legislature is *disclosed, by the use of express terms or by force of a necessary implication*.'' (Emphasis added.) *State* v. *Kilburn*, 81 Conn. 9, 11, 69 A. 1028 (1908); accord *Lacasse* v. *Burns*, 214 Conn. 464, 468, 572 A.2d 357 (1990); *Fidelity Bank* v. *State*, 166 Conn. 251, 253, 348 A.2d 633 (1974); *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).

I read these cases to require that the waiver be expressed in the statute or, alternatively, exist by virtue of a necessary implication derived from the language of the statute. If a statute is silent or there is no implication that necessarily must be drawn from the statutory language, there simply is no waiver.

In part III of its opinion, the majority begins by stating: ''The issue of whether [General Statutes (Rev. to 1999)] § 6-30a[1] constitutes a waiver of sovereign immunity presents a question of statutory interpretation, over which we have plenary review. The process of statutory interpretation involves a reasoned search for the intention of the legislature. . . . In other words, we seek to determine, in a reasoned manner, the meaning of the statutory language as applied to the facts of [the] case, including the question of whether the language actually does apply. 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. . . . Thus, this process requires us to consider all relevant sources of the meaning of the language at issue, without having to cross any threshold or thresholds of ambiguity. Thus, we do not follow the plain meaning rule.'' (Citations omitted; internal quotation marks omitted.) While I continue to maintain my disagreement with this approach to statutory construction, a view I first expressed in my dissenting opinion in *State* v. *Courchesne*, 262 Conn. 537, 599, 816 A.2d 562 (2003) (*Zarella, J.*, dissenting)**,** I find its application in

the context of determining whether the legislature has statutorily waived sovereign immunity to be particularly problematic.

The majority first considers the text of § 6-30a, as *Courchesne* requires. I do not disagree with the majority's cogent textual analysis of § 6-30a. The majority concludes this textual analysis by stating: "We fail to see how a requirement that sheriffs and deputy sheriffs purchase *personal* liability insurance necessarily implies that the legislature intended to waive the state's sovereign immunity, either from suit or liability, under § 6-30a. In fact, the opposite inference makes more sense . . . ." (Emphasis in original.) The majority's conclusion is entirely proper in light of this court's well established rule that the statutory waiver of sovereign immunity must be expressed in the statute or implied from the language of the statute.

The majority continues its analysis of § 6-30a in accordance with *Courchesne* by reviewing the legislative history of § 6-30a, the circumstances surrounding its enactment and the legislative policy that it was designed to implement. When a statute does not contain any language giving rise to a necessary implication of waiver, however, as § 6-30a does not, consideration of extratextual sources either will be a fool's errand leading to material supportive of nonwaiver, or will lead to some evidence of waiver notwithstanding the lack of textual support. In the former instance, nothing is gained. In the latter instance, a review of extratextual sources would allow a court to supplant what it believes the legislature meant to do for what it did not do. If the necessary implication can be supplied by extratextual sources, as the majority suggests, then we have significantly weakened our jurisprudence regarding sovereign immunity.

This court must recognize that the authority to waive sovereign immunity is a power uniquely relegated to the province of the legislature and one that must not be casually usurped by the courts. We previously have stated, in the face of a challenge to the doctrine of sovereign immunity: "[T]he plaintiff seeks to have this court abrogate by judicial decision the long-established principle of sovereign immunity. This we decline to do. We affirm what this court said in *Bergner* v. *State*, 144 Conn. 282, [286–87], 130 A.2d 293 [1957]: 'The question whether the principles of governmental immunity from suit and liability can best serve this and succeeding generations has become, by force of the long and firm establishment of these principles as precedent, a matter for legislative, not judicial, determination.' " *Fidelity Bank* v. *State*, supra, 166 Conn. 255. The same recognition that we have accorded the legislative branch in protecting its prerogative to effect or not to effect a wholesale abandonment of the doctrine should also be accorded in the context of reviewing particular statutes.

If the waiver is neither expressly contained in the statute nor a necessary implication derived from the text of the statute, then there is no waiver, regardless of the existence of anything to the contrary in extratextual sources. It is the expression of intent *disclosed* in the language of the statute itself that reflects the will of the legislature, as a body, to waive sovereign immunity. See, e.g., *State* v. *Kilburn*, supra, 81 Conn. 11.

[1] All references in this opinion to § 6-30a are to the 1999 revision.