IN RE JUSSTICE W.*
(SC 19017)

IN RE HAKEEM A.
(SC 19018)

IN RE WILLIAM M.
(SC 19019)

IN RE JAHQUISE K.
(SC 19020)

IN RE JONATHAN S.
(SC 19021)

Rogers, C. J., and Palmer, Zarella, Eveleigh and Espinosa, Js.

*Argued December 4, 2012—officially released December 19, 2012***

Nora R. Dannehy, deputy attorney general, with whom were *Benjamin Zivyon*, assistant attorney general, and, on the brief, *George Jepsen*, attorney general, *Gregory T. D'Auria*, solicitor general, and *Michael Besso*, assistant attorney general, for the appellant (department of children and families).

James Jude Connolly, supervisory assistant public defender, with whom was *Christine Rapillo*, director of juvenile delinquency defense, for the appellees (respondents).

Opinion

EVELEIGH, J. The primary issue in this consolidated appeal[1] is whether General Statutes (Sup. 2012) § 46b-141 (a) (1) (A)[2] permits a Superior Court judge to order the commitment of a juvenile adjudged delinquent to the department of children and families (department) for a period of time less than eighteen months.[3] On appeal, the department asserts that the judgments of the trial court[4] ordering the respondents[5] to be committed to the custody of the department for a period of time of less than eighteen months were not authorized by § 46b-141 (a) (1) (A) and were, therefore, improper. We agree with the department and, accordingly, reverse the judgments of the trial court in all five cases and remand these matters for further proceedings.[6]

The record reveals the following undisputed facts and procedural history. *In re Jusstice W.* involves a matter in which, pursuant to a plea agreement, the trial court rendered judgment adjudicating Jusstice W. delinquent for a violation of probation on the ground that he failed to obey the rules of his mother's home. The state informed the court that the parties had reached an agreement and Jusstice W. was willing to enter a guilty plea to one count of violation of probation with the recommendation that he be committed to the department for placement at the Connecticut Juvenile Training School (training school) for an indeterminate period up to a maximum of one year. The court accepted the agreement, rendered judgment adjudicating Jusstice W. delinquent and ordered that he be committed to the department for an indeterminate period of time up to a maximum of twelve months. Thereafter, the department filed a motion for reconsideration and to modify the commitment order. After hearing argument on the motion, the trial court denied the department's motion.[7] This appeal followed.

Likewise, in *In re Hakeem A.*, the trial court, pursuant to a plea agreement, convicted Hakeem A. of multiple counts of violation of probation on the grounds that he tested positive for marijuana and left his home without parental permission. The state informed the court that the parties had reached an agreement and that Hakeem A. was willing to enter guilty pleas to two counts of violation of probation with the recommendation that he be committed to the department for an indeterminate period of time up to one year. Thereafter, the trial court rendered judgment adjudicating Hakeem A. delinquent and ordered that he be committed to the department for an indeterminate period of time up to a maximum of twelve months for placement at the training school. Thereafter, the department filed a motion for reconsideration and to modify the commitment order. After hearing argument on the motion, the trial court denied the department's motion. This appeal followed.

In *In re William M.*, the trial court, pursuant to a plea agreement, convicted William M. of larceny in the third degree. The state informed the court that the parties had entered into plea negotiations and William M. was prepared to enter a guilty plea to the charge of larceny in the third degree in exchange for the state recommending a commitment of twelve months at the training school. The court accepted the agreement, rendered judgment adjudicating William M. delinquent and ordered that he be committed to the department for an indeterminate period of time up to twelve months. Thereafter, the department filed a motion for reconsideration and to modify the commitment order. Without hearing argument on the motion, the trial court denied the department's motion. This appeal followed.

In *In re Jahquise K.*, the trial court, pursuant to a plea agreement, convicted Jahquise K. of breach of the peace and use of a motor vehicle without the owner's permission. The state informed the court that the parties had entered into plea negotiations and Jahquise K. was prepared to enter a guilty plea in exchange for the state recommending a commitment of twelve months. The trial court rendered judgment adjudicating Jahquise K. delinquent and ordered that the juvenile be committed to the department for an indeterminate period of time up to twelve months. Thereafter, the department filed a motion for reconsideration and to modify the commitment order. After hearing argument on the motion, the trial court denied the department's motion. This appeal followed.

In *In re Jonathan S.*, the trial court, pursuant to a plea agreement, rendered judgment adjudicating Jonathan S. delinquent on the ground that he violated a court order by engaging in assaultive behavior against a peer while he was a resident at the Riverview Psychiatric Hospital for Children. The state informed the court that the parties had entered into plea negotiations and Jonathan S. was prepared to enter a guilty plea on the charge of violating a court order in exchange for a commitment to the department for a period not to exceed six months with placement at the training school. Thereafter, the trial court rendered judgment adjudicating Jonathan S. delinquent and ordered that the juvenile be committed to the department for an indeterminate period of time up to six months. It also ordered that there would be no extension of that commitment and, attendant to that additional order, did not canvass Jonathan S. regarding the possibility of extension of commitment. Thereafter, the department filed a motion for reconsideration and to reopen and modify the plea canvass and then later filed an amended motion for reconsideration and to modify the commitment order. After hearing argument on the motions, the trial court denied the department's motions. This appeal followed. The department also filed a motion seeking the trial court to stay execution

of its judgment pending this appeal. The department also filed, despite the trial court order specifically stating that there would be no extension of commitment, a motion to extend the commitment. The trial court heard oral argument on these motions, but has not yet ruled on either one.

On appeal, the department asserts that § 46b-141 (a) (1) (A) only authorizes a trial court, upon adjudicating a juvenile as delinquent, to impose an indeterminate commitment of eighteen months and does not authorize a trial court to make a commitment for an indeterminate period of time of less than eighteen months. Specifically, the department claims that it possesses the sole authority to determine the length of a commitment made pursuant to § 46b-141 (a) (1) (A) and that the trial court does not possess discretion under that statute to limit the maximum length of such a commitment to a term of less than eighteen months. The department further asserts that this reading of § 46b-141 (a) (1) (A) is consistent with the rehabilitative purpose of the statutory scheme governing the treatment of delinquent juveniles in this state. The department also claims that interpreting the statute in a manner that would allow the trial court to reduce the maximum length of such a commitment to a term of less than eighteen months would create untenable and unworkable results.

In response, the respondents assert that § 46b-141 (a) (1) (A) authorizes a trial court to set the maximum length of a commitment so long as it does not exceed eighteen months. The respondents claim that this interpretation of § 46b-141 (a) (1) (A) allows judges to exercise judicial autonomy and discretion in issuing dispositional orders in delinquency matters. The respondents further assert that allowing trial courts to commit a juvenile to the custody of the department for an indeterminate period of time up to a maximum of less than eighteen months promotes plea bargaining, which is a necessary aspect of our juvenile justice system. The respondents also claim that allowing the trial court to limit such commitments in this manner is consistent with the department's goal of reducing the time that juveniles spend in commitment. We agree with the department.

At the outset, we set forth the standard of review. The resolution of this appeal requires us to determine whether § 46b-141 (a) (1) (A) allows a judge of the Superior Court to render judgment adjudicating a juvenile delinquent and order that juvenile to be committed for an indeterminate period of time up to a maximum of less than eighteen months. This question presents an issue of statutory interpretation over which our review is plenary. See *State ex rel. Gregan* v. *Koczur*, 287 Conn. 145, 152, 947 A.2d 282 (2008). "In making such determinations, we are guided by fundamental principles of statutory construction. See General Stat-

utes § 1-2z;[8] *Testa* v. *Geressy*, 286 Conn. 291, 308, 943 A.2d 1075 (2008) ([o]ur fundamental objective is to ascertain and give effect to the apparent intent of the legislature . . .)." (Internal quotation marks omitted.) *In re Matthew F.*, 297 Conn. 673, 688, 4 A.3d 248 (2010).

"We recognize that terms in a statute are to be assigned their ordinary meaning, unless context dictates otherwise . . . ." (Internal quotation marks omitted.) *Wiseman* v. *Armstrong*, 295 Conn. 94, 100, 989 A.2d 1027 (2010); see also General Statutes § 1-1 (a) ("[i]n the construction of the statutes, words and phrases shall be construed according to the commonly approved usage of the language"). In addition, "[w]e often have stated that, when the ordinary meaning [of a word or phrase] leaves no room for ambiguity . . . the mere fact that the parties advance different interpretations of the language in question does not necessitate a conclusion that the language is ambiguous." (Internal quotation marks omitted.) *Picco* v. *Voluntown*, 295 Conn. 141, 150, 989 A.2d 593 (2010).

We begin our analysis with the language of the statute. General Statutes (Sup. 2012) § 46b-141 (a) provides in relevant part: "(1) Except as otherwise limited by subsection (i) of section 46b-140 and subdivision (2) of this subsection, commitment of children convicted as delinquent by the Superior Court to the [department] shall be for (A) an indeterminate time up to a maximum of eighteen months . . . ."

First, we note that the statute provides that the "commitment of children convicted as delinquent . . . *shall* be for (A) an indeterminate time up to a maximum of eighteen months . . . ." (Emphasis added.) General Statutes (Sup. 2012) § 46b-141 (a) (1). The use of the term "shall" denotes a mandatory term, suggesting that the terms of the commitment are provided by operation of law and that the trial court does not have discretion to alter those terms. See *Hall Manor Owner's Assn.* v. *West Haven*, 212 Conn. 147, 152–53, 561 A.2d 1373 (1989) (when legislature has used word "shall," "[i]f it is a matter of convenience, the statutory provision is directory; if it is a matter of substance, the statutory provision is mandatory").

Second, we also note that the phrase "an indeterminate time up to a maximum of eighteen months" is a complete phrase without any commas. This court previously has recognized that, "[a]lthough punctuation is not generally considered an immutable aspect of a legislative enactment . . . it can be a useful tool for discerning legislative intent." (Citations omitted; internal quotation marks omitted.) *State* v. *Rodriguez-Roman*, 297 Conn. 66, 76, 3 A.3d 783 (2010). The legislature's decision not to set the phrase "up to a maximum of eighteen months" apart from the phrase "an indeterminate time" indicates that it intended the mandatory sentence to be for "an indeterminate time up to a maxi-

mum of eighteen months" and that the sentence be for "up to eighteen months" is as much a requirement of the statute as that the sentence be for "an indeterminate time."

The statute does not define the term "indeterminate." In the absence of a definition of "indeterminate" in the statute itself, "[w]e may presume . . . that the legislature intended [a word] to have its ordinary meaning in the English language, as gleaned from the context of its use." (Internal quotation marks omitted.) *Paul Dinto Electrical Contractors, Inc.* v. *Waterbury*, 266 Conn. 706, 725, 835 A.2d 33 (2003). The Merriam-Webster's Collegiate Dictionary (11th Ed. 2003) defines the term "indeterminate" as "not known in advance . . . ." The foregoing strongly indicates that the legislature intended a trial court to be required to enter an order of commitment that was indeterminate, not known in advance, but that could potentially be up to eighteen months.[9]

"[W]e are [also] guided by the principle that the legislature is always presumed to have created a harmonious and consistent body of law . . . . [T]his tenet of statutory construction . . . requires us to read statutes together when they relate to the same subject matter . . . . Accordingly, [i]n determining the meaning of a statute . . . we look not only at the provision at issue, but also to the broader statutory scheme to ensure the coherency of our construction." (Internal quotation marks omitted.) *McCoy* v. *Commissioner of Public Safety*, 300 Conn. 144, 182, 12 A.3d 948 (2011).

We turn to General Statutes (Sup. 2012) § 46b-141 (b), which provides in relevant part: "The Commissioner of Children and Families may file a motion for an extension of the commitment as provided in subparagraph (A) of subdivision (1) of subsection (a) of this section beyond the eighteen-month period on the grounds that such extension is for the best interest of the child or the community. . . ." Accordingly, § 46b-141 (b) allows the department to seek an extension of a commitment beyond the eighteen month period provided in § 46b-141 (a) (1) (A). Section 46b-141 (b), on its face, does not allow for an extension of a commitment that is less than eighteen months long. Furthermore, Practice Book § 31a-19 (a) has adopted the same "eighteen month" period to describe the maximum length of the otherwise indeterminate commitment: "The commissioner . . . of children and families may file a motion for an extension of a delinquency commitment beyond the eighteen month . . . period . . . ." As the department contends, if the legislature had intended to allow a trial court to set a maximum length of commitment for less than eighteen months, then subsection (b) of § 46b-141 likely would reflect this in its terms. It does not. Rather, § 46b-141 (b) refers to the same eighteen month period provided for within § 46b-141 (a) (1) (A). As the depart-

ment also asserts, the language of § 46b-141 (b) strongly suggests that the legislature did not intend to allow for indeterminate commitments of less than eighteen months. In response, the respondents assert that the fact that a commitment of less than eighteen months is not subject to extension under § 46b-141 (b) is not determinative. The respondents assert that there is no authority in this state's statutes or case law that supports the position that every delinquency commitment must be subject to an extension. We agree with the department.

We are mindful that, "[i]n construing statutes, we presume that there is a purpose behind every sentence, clause, or phrase used in an act and that no part of a statute is superfluous." (Internal quotation marks omitted.) *AvalonBay Communities, Inc.* v. *Zoning Commission*, 280 Conn. 405, 422, 908 A.2d 1033 (2006). If we were to conclude that § 46b-141 (a) (1) (A) allows a trial court to order a commitment for an indeterminate period of time up to a maximum of less than eighteen months, we would be interpreting the statutory scheme in a manner that would render § 46b-141 (b) superfluous as to those cases. We refuse to adopt such an interpretation.

Furthermore, "[i]t is a familiar principle of statutory construction that where the same words are used in a statute two or more times they will ordinarily be given the same meaning in each instance . . . ." (Citation omitted; internal quotation marks omitted.) *In re William D.*, 284 Conn. 305, 320, 933 A.2d 1147 (2007), quoting *State* v. *Lutters*, 270 Conn. 198, 211, 853 A.2d 434 (2004). "Ordinarily, where the legislature uses the same phrase it intends the same meaning." (Internal quotation marks omitted.) *Schiano* v. *Bliss Exterminating Co.*, 260 Conn. 21, 41, 792 A.2d 835 (2002). It is clear to us that the legislature used the term "eighteen months" in the same manner in both § 46b-141 (a) (1) (A) and (b). Under § 46b-141 (a) (1) (A), the initial commitment is to run for an indeterminate period of time up to a maximum of eighteen months. The existence of § 46b-141 (b), which provides the manner for extending "the" eighteen month period presumes the fact that the initial commitment ran for a period of time not to exceed eighteen months. The court is then vested with the discretion of whether to grant an additional eighteen month period. If the court had the power to initially order a commitment for an indeterminate period of less than eighteen months, as the respondents contend, the extension statute would more appropriately read "any commitment period" instead of "the eighteen month period." Accordingly, we conclude that § 46b-141 (b) further supports our interpretation of § 46b-141 (a) (1) (A) as prohibiting a court from entering an order of commitment for an indeterminate period of time up to a maximum of less than eighteen months.

Turning to another statute on sentencing, we find that the language of General Statutes § 53a-35, enacted at a time when Connecticut allowed for indeterminate sentences in the criminal law, is instructive as it relates to wording which the legislature inserts when it wants the court to have discretion regarding the maximum length of indeterminate sentences. Subsection (a) of § 53a-35 provides as follows: "For any felony committed prior to July 1, 1981, the sentence of imprisonment shall be an indeterminate sentence, except as provided in subsection (d). When such a sentence is imposed the court shall impose a maximum term in accordance with the provisions of subsection (b) and the minimum term shall be as provided in subsection (c) or (d)." Subsection (b) of § 53a-35 provides in relevant part: "The maximum term of an indeterminate sentence shall be fixed by the court and specified in the sentence as follows . . . ." Under § 53a-35, the court is specifically authorized to fix the maximum term on an indeterminate sentence. No similar authorization exists in § 46b-141 (a) (1) (A).

Our conclusion that the commitment is for an indeterminate amount of time up to a maximum of eighteen months is also in accord with both the legislative intent and the statutory scheme involving juveniles. As we have previously observed, "Connecticut's juvenile justice system is designed to provide delinquent minors with guidance and rehabilitation . . . ." (Citations omitted.) *In re Tyvonne M.*, 211 Conn. 151, 161, 558 A.2d 661 (1989). "The objective of juvenile court proceedings is to determin[e] the needs of the child and of society rather than adjudicat[e] criminal conduct. The objectives are to provide measures of guidance and rehabilitation . . . not to fix criminal responsibility, guilt and punishment." (Internal quotation marks omitted.) *In re Christopher V.*, 207 Conn. 270, 274, 540 A.2d 700 (1988). "Thus the child found delinquent is not perceived as a criminal guilty of one or more offenses, but rather as a child in need of guidance and rehabilitative services." Id. "[T]he delinquency scheme as a whole reflects the twin goals of protecting the community and rehabilitating the juvenile . . . ." *In re William D.*, supra, 284 Conn. 314. "It is clear . . . that the purpose of the comprehensive statutory treatment of 'juvenile delinquents' is clinical and rehabilitative, rather than retributive or punitive." *In re Tyvonne M.*, supra, 160.

The two statutes that govern delinquency dispositional orders are General Statutes (Sup. 2012) §§ 46b-140 and 46b-141. General Statutes (Sup. 2012) § 46b-140 (b) provides: "Upon conviction of a child as delinquent, the court: (1) May (A) place the child in the care of any institution or agency which is permitted by law to care for children; (B) order the child to participate in an alternative incarceration program; (C) order the child to participate in a wilderness school program

operated by the [department]; (D) order the child to participate in a youth service bureau program; (E) place the child on probation; (F) order the child or the parents or guardian of the child or both to make restitution to the victim of the offense in accordance with subsection (d) of this section; (G) order the child to participate in a program of community service in accordance with subsection (e) of this section; or (H) withhold or suspend execution of any judgment; and (2) shall impose the penalty established in subsection (b) of section 30-89, for any violation of said subsection (b)."

When the trial court finds, however, that in a given case "its probation services or other services available to the court are not adequate for such child, the court shall commit such child to the [department] in accordance with the provisions of section 46b-141. Prior to making such commitment, the court shall consult with the department to determine the placement which will be in the best interest of such child." General Statutes (Sup. 2012) § 46b-140 (f). Section 46b-140 also sets additional criteria that govern the scope of delinquency commitment orders. See General Statutes (Sup. 2012) § 46b-140 (g) through (k). The next section, § 46b-141, sets the period of a delinquency commitment that a trial court shall order. That section provides for the length of initial commitments to the department. General Statutes (Sup. 2012) § 46b-141. It also provides for extensions of commitment, trial court review of delinquency permanency plans and the judicial opening and terminating of commitments. General Statutes (Sup. 2012) § 46b-141 (b) through (e). Interpreting § 46b-141 (a) (1) (A) to mandate an indeterminate term up to eighteen months furthers the purpose of allowing both the department and the court to consider the best interest of the child. Pursuant to § 46b-140 (f), once a court finds that its available services for a juvenile are not adequate, the trial court shall commit that juvenile to the department. The discretion to order the commitment is contained within the power of the court. Once the court has determined, however, that its services are not adequate, it looks to the department to furnish services which are in the best interest of the child. See General Statutes (Sup. 2012) § 46b-140 (f). Moreover, the court orders the commitment after consultation with the department in order to determine the best interest of the child. See General Statutes (Sup. 2012) § 46b-140 (f). It is clear that, in this section, the legislature acknowledges the fact that, in some cases, the department, which possesses more expertise and resources than the trial court, must assume responsibility for a juvenile's treatment and rehabilitation as long as the trial court maintains an oversight function.[10]

The focus on treatment present in this state's statutory scheme does not support any interpretation of § 46b-141 (a) (1) (A) that would permit the initial maximum commitment to run for a period of less than eigh-

teen months. At the time that a juvenile is committed to the department it is difficult, if not impossible, to predict the amount of treatment required for the juvenile. Indeed, the statutory scheme allows both the court and the department to terminate the commitment at any time. General Statutes § 17a-10 (d) provides in relevant part, that "[i]f the commissioner [of children and families], or the board of review pursuant to the provisions of section 17a-15, at any time during the commitment of any child, determines that termination of commitment of a child is in the best interest of such child, the commissioner or the board may terminate the commitment and such termination shall be effective without further action by the court." Therefore, § 17a-10 (d) provides the department with the authority to determine the actual length of the otherwise indeterminate commitment the legislature has capped at eighteen months.

Likewise, a trial court retains jurisdiction over the cases of committed juveniles. A trial court can require reports from the department regarding the juvenile. See General Statutes § 17a-10 (d); General Statutes (Sup. 2012) § 46b-140 (h). The trial court can also hear motions to extend a commitment, to approve plans regarding a commitment and to terminate a commitment. See General Statutes (Sup. 2012) § 46b-141 (b) through (e). Thus, depending upon the progress of each juvenile, it is within both the discretion of the department and the court to terminate the commitment at a period of time short of the eighteen month limit.

Indeed, the interpretation of § 46b-141 (a) (1) (A) urged upon us by the respondents would lead to both absurd and unworkable results that would frustrate the purposes of the delinquency statutes. This interpretation would allow for commitment orders of two weeks or less. It is illogical for us to conclude that the legislature, which provided for commitments to the department when "probation services or other services available to the court are not adequate for [the] child"; General Statutes (Sup. 2012) § 46b-140 (f); would mandate that the department assume responsibility for a committed juvenile and then permit a trial court to limit, in advance, the initial commitment period. It defies common understanding that any person would have the prescience to determine the amount of time that a juvenile requires for treatment before the juvenile begins the treatment program. Indeed, if a court has already determined that probation or other services available to it were not adequate for the child, a suggestion that a limited period of treatment would be successful, in many instances, represents nothing more than an illusory folly. As we have often stated, "[w]e construe a statute in a manner that will not . . . lead to absurd results." (Internal quotation marks omitted.) *Raftopol* v. *Ramey*, 299 Conn. 681, 703, 12 A.3d 783 (2011). Accordingly, we decline to construe § 46b-141 (a) (1)

(A) in the manner urged by the respondents.

In support of their claim that, contrary to our conclusion, § 46b-141 (a) (1) (A) authorizes a judge to order a commitment for an indeterminate period of time less than eighteen months, the respondents point to § 46b-141 (a) (1) (B). Pursuant to that provision, a trial court may commit a serious juvenile offender "up to a maximum of four years at the discretion of the court . . . ." General Statutes (Sup. 2012) §46b-141 (a) (1) (B). The respondents contend, therefore, that it is illogical to read § 46b-141 (a) (1) (A) in a manner which requires nonserious juvenile offender cases to result in a commitment for an indeterminate period up to eighteen months while more serious juvenile offender cases are left to the judge's discretion. The department responds that a proper interpretation of the statute must be that the judge, in considering a matter involving a serious juvenile offender, has the discretion to order an indeterminate time up to a maximum of eighteen months or, in the court's discretion, an indeterminate time up to a maximum of four years. We agree with the department.

General Statutes (Sup. 2012) § 46b-141 provides in relevant part as follows: "(a) (1) Except as otherwise limited by subsection (i) of section 46b-140 and subdivision (2) of this subsection, commitment of children convicted as delinquent by the Superior Court to the [department] shall be for (A) an indeterminate time up to a maximum of eighteen months, or (B) when so convicted for a serious juvenile offense, up to a maximum of four years at the discretion of the court, unless extended as hereinafter provided. . . ."

While § 46b-141 (a) (1) (B) may not be the model of clarity, the interpretation suggested by the respondents would lead to an absurd result. The legislature could not have intended that the commitment for a serious juvenile offender be less than a commitment for less serious juvenile offenses. Such an interpretation defies both logic and would be completely untenable. Mindful of the fact that, when "more than one [statutory provision] is involved, we presume that the legislature intended [those provisions] to be read together to create a harmonious body of law . . . and we construe the [provisions], if possible, to avoid conflict between them." (Internal quotation marks omitted.) *Gipson* v. *Commissioner of Correction*, 257 Conn. 632, 651, 778 A.2d 121 (2001). We conclude that the legislature must have intended to give a judge sentencing a juvenile for a serious offense discretion to order a commitment for a serious juvenile offender of either an indeterminate time of up to eighteen months or an indeterminate time up to a maximum of four years. The lack of the phrase indeterminate time in subparagraph (B) coupled with the lack of any other reference to time, suggests to us that the indeterminate period of up to eighteen months was to be a starting point for the indeterminate period

"up to a maximum of four years . . . ." The absence of the phrase "indeterminate time" in the discretion of the court up to four years leads further import to the interpretation we adopt herein. We note that the entire General Statutes (Sup. 2012) § 46b-141 (a) provides as follows: "(1) Except as otherwise limited by subsection (i) of section 46b-140, and subdivision (2) of this subsection, commitment of children convicted as delinquent by the Superior Court to the [department] shall be for (A) an indeterminate time up to a maximum of eighteen months, or (B) when so convicted for a serious juvenile offense, up to a maximum of four years at the discretion of the court., unless extended as hereinafter provided."[11] We conclude that § 46b-141 (a) (1) must be read to provide for an indeterminate time up to eighteen months for a nonserious juvenile offender and an indeterminate time up to four years for a serious juvenile offender. The absence of any modifying phrase in subparagraph (b) of this section aids us in this interpretation. Subparagraph (A) expresses one complete thought: an indeterminate time up to a maximum of eighteen months. Subparagraph (B) however, leaves an incomplete "up to a maximum of four years at the discretion of the court . . . ." General Statutes (Sup. 2012) § 46b-141 (a) (1) (B). The addition of the phrase "an indeterminate time" up to four years contained in subparagraph (A) completes the phrase in subparagraph (B). Due to the incomplete nature of the phrase in subparagraph (B), we conclude that the phrase "an indeterminate time" would seem to apply to both subparagraphs, and would support a far more logical construction than the one proposed by the respondents.

We also note the absence of the phrase "in the discretion of the court" in § 46b-141 (a) (1) (A), although it is present in the language contained in § 46b-141 (a) (1) (B). Certainly, if the legislature had intended the court to have discretion to order an indeterminate commitment of less than eighteen months it knew how to insert the language in the statute. As we have stated previously herein, "it is a well settled principle of statutory construction that the legislature knows how to convey its intent expressly; e.g., *Dept. of Public Safety* v. *Freedom of Information Commission*, 298 Conn. 703, 729, 6 A.3d 763 (2010); or to use broader or limiting terms when it chooses to do so. See, e.g., *Stitzer* v. *Rinaldi's Restaurant*, 211 Conn. 116, 119, 557 A.2d 1256 (1989)." *Scholastic Book Clubs, Inc.* v. *Commissioner of Revenue Services*, 304 Conn. 204, 219, 38 A.3d 1183, cert. denied, U.S. , 133 S. Ct. 425, 184 L. Ed. 2d 255 (2012). Therefore, we conclude that "the discretion of the court" referred to in General Statutes (Sup. 2012) § 46b-141 (a) (1) (B) is the discretion to order a commitment for a serious juvenile offender for an indeterminate time up to either eighteen months or four years.[12]

Our interpretation of § 46b-141 (a) (1) (B) is further buttressed by the extension statute for serious juvenile

offenders. General Statutes (Sup. 2012) § 46b-141 (c) provides in relevant part: "The court shall hold a permanency hearing in accordance with subsection (d) of this section for each child convicted as delinquent for a serious juvenile offense as provided in subparagraph (B) of subdivision (1) of subsection (a) of this section within twelve months of commitment to the [department] and every twelve months thereafter if the child remains committed to the [department]. Such hearing may include the submission of a motion to the court by the commissioner to either (1) modify such commitment, or (2) extend the commitment beyond such four-year period on the grounds that such extension is for the best interest of the child or the community. . . . The court, after hearing, may modify such commitment or, upon finding that such extension is in the best interest of the child or the community, continue the commitment for an additional period of not more than eighteen months." Thus, the statute refers to "such four year period" for a serious juvenile offender. General Statutes (Sup. 2012) § 46b-141 (c). It does not refer to any period less than four years, and would seem to presume the institution of the alternative serious juvenile offender commitment of four years discussed previously. For a juvenile who had received the four year serious juvenile offender commitment, the court may then order an additional commitment of not more than eighteen months if it is in the best interest of the juvenile or the community. For a juvenile who had, in the discretion of the court, received an initial commitment for an indeterminate period of up to a maximum of eighteen months for a serious juvenile offense, the court may then order an additional commitment of not more than eighteen months if it is in the best interest of the juvenile or the community under § 46b-141 (b).[13] Accordingly, we reject the respondents' assertion that § 46b-141 (a) (1) (B) supports their position in the present appeal.

The respondents suggest that any interpretation of the statute contrary to their own would affect judicial autonomy and alter a judge's discretion in issuing commitment orders that either meet a juvenile's individual treatment needs or appropriately punish the juvenile. We disagree. As we have explained previously herein, a court has wide discretion in fashioning the appropriate remedies for a juvenile convicted as delinquent. Section 46b-140 (b) affords the court various remedies ranging from placement to community service. The court may also order the suspension of any judgment. General Statutes (Sup. 2012) § 46b-140 (b) (1) (H). Pursuant to § 46b-140 (f), one of the remedies for the court, along with those contained within § 46b-140 (b) and (j), is when the court finds that the probation services or other services available to the court are not adequate for such child, that the court may consider a commitment to the department. The court has the power to order updated reports on the status of the child and may

terminate the commitment at any time. Indeed, the statutory scheme for delinquent juveniles allows the court even more autonomy than a judge sitting in criminal court, where judges may be compelled to impose mandatory minimum sentences for some offenses. Therefore, we reject the respondents' suggestion that our opinion today will curtail judicial autonomy.

We recognize that all of the commitments involved in this consolidated appeal were the result of plea bargains agreed to by the state and the respondents. The respondents maintain that the use of plea bargaining has been indispensable in resolving the vast majority of juvenile cases that are processed. The respondents suggest that our interpretation of the statute will curtail the ability to plea bargain in juvenile court. We disagree. As we explained previously herein, there are a number of dispositions available to the court short of commitment. Plea bargains may be discussed regarding any of the various dispositions, for example, type of placement, terms of probation, restitution or community service. See General Statutes (Sup. 2012) § 46b-140 (b). Further, although the initial commitment is for an indeterminate period up to a maximum of eighteen months, there is nothing that prevents juveniles from entering a plea bargain regarding the timing of any reports and motions to terminate the commitment. It is within the discretion of the trial court, for instance, to require updates at frequent intervals in order to follow the juvenile's progress and determine whether further commitment is warranted. Moreover, there may be negotiations regarding the appropriate placement for the child. Consequently, we do not envision a sharp decline in the availability of plea bargaining as the result of our opinion herein.

We next address the respondents' assertion that the trial court's authority to issue commitment orders of less than eighteen months is aligned with the department's initiative to reduce the time that committed delinquents spend in the training school and residential placement. Specifically, the respondents assert that within the juvenile justice system the best practice is to maintain a delinquent child in the community under the supervision of a juvenile probation officer and that, it is only when the child's behavior commands more drastic measures that the court must consider removal from the community and placement at either the training school or a residential treatment facility. From this premise, the respondents contend that the duration of time that a child spends in an out-of-home setting should be limited to the minimum necessary to ensure that the child does not continue with his or her offending behavior. Moreover, the respondents assert that, since the juvenile court was established in Connecticut, the legislature has continually shortened the length of time a judge may commit a child for placement outside of the home. See General Statutes (Sup. 2012) § 46b-140 (f). The respondents further contend that the depart-

ment has, through their representations and actions in decreasing the stays of out-of-home placements, demonstrated that commitment periods of eighteen months or longer appear to be beyond what is required to adequately meet the out-of-home needs of committed youth. This argument founders on the fact that the relevant statutory scheme allows the department and the court to terminate a commitment at any time, an approach that squarely meets the concern expressed by the respondents.[14]

In sum, the court finds the issues in favor of the department. Section 46b-141 (a) (1) (A) requires a judge to commit the delinquent child to an indeterminate commitment of eighteen months subject to any subsequent modification as provided by statute. We find in favor of the department in all five cases because each of the commitments was for an indeterminate period of time less than eighteen months.

Accordingly, we conclude that the trial courts in the present cases improperly sentenced the respondents to commitment for an indeterminate time up to a maximum period of less than eighteen months.

The judgments of the trial court are reversed and the cases are remanded with direction to vacate both the commitments and the pleas of the respondents upon presentment and for further proceedings according to law.[15]

In this opinion the other justices concurred.

* In accordance with the spirit and intent of General Statutes § 46b-142 (b) and Practice Book § 79a-12, the names of the parties involved in this appeal are not disclosed. The records and papers of this case shall be open for inspection only to persons having a proper interest therein and upon order of the Appellate Court.

** December 19, 2012, the date that the order was issued in this case, is the operative date for all substantive and procedural purposes.

[1] The department of children and families appealed from the judgments of the trial court to the Appellate Court, which consolidated these appeals. Thereafter, we granted the department of children and families' motion to transfer the consolidated appeal to this court pursuant to General Statutes § 51-199 (c) and Practice Book § 65-2.

[2] General Statutes (Sup. 2012) § 46b-141 provides in relevant part: "(a) (1) Except as otherwise limited by subsection (i) of section 46b-140 and subdivision (2) of this subsection, commitment of children convicted as delinquent by the Superior Court to the Department of Children and Families shall be for (A) an indeterminate time up to a maximum of eighteen months . . . ." Hereinafter, all references to § 46b-141 are to the version appearing in the 2012 supplement to the General Statutes.

[3] This issue is presented identically in all five cases.

[4] The five separate judgments of the trial court were rendered by two different judges and one judge trial referee.

[5] For the sake of clarity, we refer to all five juveniles collectively as the respondents throughout this opinion.

[6] In light of this conclusion, it is not necessary to reach the additional issues raised in *In re Jonathan S.*

[7] The trial court issued a single memorandum of decision for *In re Jusstice W.* and *In re Hakeem A.* The department has referred to this memorandum of decision as the "leading" trial court decision for the purpose of these appeals. The reasoning contained within that decision was later adopted expressly by the trial court in both *In re William M.* and *In re Jahquise K.* Moreover, although this same reasoning was not adopted explicitly by the trial court in *In re Jonathan S.*, the trial court in that case did deny the

department's motion for reconsideration after being presented with that memorandum of decision as a source of persuasive authority.

[8] General Statutes § 1-2z provides: "The meaning of a statute shall, in the first instance, be ascertained from the text of the statute itself and its relationship to other statutes. If, after examining such text and considering such relationship, the meaning of such text is plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered."

[9] The respondents contend that the legislature chose to utilize both the term "indeterminate" and the phrase "up to a maximum of eighteen months" in setting the parameters of the commitment order. Therefore, they argue that a commitment order is valid if it is indeterminate and does not exceed eighteen months. They further claim that the department's construction of the statute ignores the phrase "up to a maximum." The respondents further assert that interpreting § 46b-141 (a) (1) (A) so as to prohibit a trial court from entering a commitment for an indeterminate period of less than eighteen months renders the term "indeterminate" superfluous because it requires the trial court to enter an order of commitment for a period of time up to a maximum of eighteen months. We recognize that "[i]nterpreting a statute to render some of its language superfluous violates cardinal principles of statutory interpretation." *American Promotional Events, Inc.* v. *Blumenthal*, 285 Conn. 192, 203, 937 A.2d 1184 (2008). "[I]n construing statutes, we presume that there is a purpose behind every sentence, clause or phrase used in an act and that no part of a statute is superfluous." (Internal quotation marks omitted.) *Small* v. *Going Forward, Inc.*, 281 Conn. 417, 424, 915 A.2d 298 (2007). In the present case, however, interpreting General Statutes (Sup. 2012) § 46b-141 (a) (1) (A) to require a trial court to enter an order of commitment for an indeterminate time which cannot exceed eighteen months gives effect to both the terms "indeterminate" and "up to a maximum . . . ." Accordingly, we reject the respondents claim.

[10] We also note that General Statutes (Sup. 2012) § 46b-140 (j) provides: "Except as otherwise provided in this section, the court may order a child be (1) committed to the [department] and be placed directly in a residential facility within this state and under contract with [the] department, or (2) committed to the Commissioner of Children and Families for placement by the commissioner, in said commissioner's discretion, (A) with respect to the juvenile offenders determined by the [department] to be the highest risk, in the [training school], if the juvenile offender is a male, or in another state facility, presumptively for a minimum period of twelve months, or (B) in a private residential or day treatment facility within or outside this state, or (C) on parole. No such commitment may be ordered or continued for any child who has attained the age of twenty. The commissioner shall use a risk and needs assessment classification system to ensure that male children who are in the highest risk level will be placed in the [training school]."

[11] General Statutes (Sup. 2012) § 46b-140 (i) provides: "If the delinquent act for which the child is committed to the [department] is a serious juvenile offense, the court may set a minimum period of twelve months during which the child shall be placed in a residential facility operated by or under contract with said department, as determined by the Commissioner of Children and Families. No such commitment may be ordered or continued for any child who has attained the age of twenty. The setting of such minimum period shall be in the form of an order of the court included in the mittimus. For good cause shown in the form of an affidavit annexed thereto, the [department], the parent or guardian of the child or the child may petition the court for modification of any such order." We observe that although this subsection allows the court to set a minimum period for residential placement, it does not allow the court to set a minimum period for the length of the commitment. Again, this subsection demonstrates that if the legislature had intended that the court have discretion in setting a minimum period of time for a commitment, it knew how to insert those words in the statute. We also note the use of the term "may" in the statute suggests that the court has discretion in the length of placement regarding a serious juvenile offender. The absence of the term "may" in the statute under review in this decision further strengthens our interpretation of the same. General Statutes (Sup. 2012) § 46b-141 (a) (2) provides: "Commitment of children convicted as delinquent by the Superior Court to the [department] shall terminate when the child attains the age of twenty."

[12] We interpret § 46b-141 (a) (1) (B) to the extent required to respond to the respondents' claims and to provide a thorough analysis of § 46b-141 (a) (1) (A).

[13] General Statutes (Sup. 2012) § 46b-141 (b) provides in relevant part:

"The Commissioner of Children and Families may file a motion for an extension of the commitment as provided in subparagraph (A) of subdivision (1) of subsection (a) of this section beyond the eighteen-month period on the grounds that such extension is for the best interest of the child or the community. The court shall give notice to the parent or guardian and to the child at least fourteen days prior to the hearing upon such motion. The court may, after hearing and upon finding that such extension is in the best interest of the child or the community, continue the commitment for an additional period of not more than eighteen months, except that such additional period shall not continue beyond the date the child attains the age of twenty. . . ."

[14] We can find no authority in § 46b-141 (b) that would allow for the extension of a commitment that had been issued for less than eighteen months. Furthermore, we can find no authority in the statute that allows a judge to order, at any time, that there be no further motions for modification. Such an order would seem to frustrate the purpose of § 46b-141 (b).

[15] On December 19, 2012, we issued the following order: "The court finds the issues in favor of the [department]. Section 46b-141 (a) (1) (A) requires a judge to commit the delinquent child to an indeterminate commitment of eighteen months subject to any subsequent modification as provided by statute. We find in favor of the department in all five cases because each of the commitments was for an indeterminate period of time less than eighteen months. A full opinion will follow.

"The judgments of the trial court are reversed and the cases are remanded for further proceedings. This court's order reversing the judgments is hereby stayed until the department presents each respondent at a hearing to be held in the respective trial court not later than January 4, 2013. Accordingly, the respondents shall remain in the custody of the department until the hearings. At the future hearings, this court's stay shall be lifted upon presentment and the trial court is ordered to vacate the prior pleas and commitments. The trial court shall then exercise whatever options are available to it pursuant to the General Statutes.

"All prior motions are deemed moot as the result of this order and our subsequent full decision."

This opinion represents the full decision referenced in the order. Nothing contained herein shall be interpreted as contrary to the terms or instructions contained in that order.