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NATION-BAILEY v. BAILEY—CONCURRENCE

PALMER, J., concurring. I agree with the majority that the Appellate Court correctly concluded that the trial court improperly had construed § 3 (B) of the parties' separation agreement as vesting discretion in the trial court to modify rather than to terminate the alimony payments of the defendant, Adrian Peter Bailey, following that court's finding that the plaintiff, Rebecca Nation-Bailey, had cohabited within the meaning of General Statutes § 46b-86 (b). In contrast to the majority, however, I am not persuaded that the separation agreement is "plain and unambiguous" on that point because, in my view, a plausible argument can be made that the agreement does give the trial court such discretion. See Nation-Bailey v. Bailey, 144 Conn. App. 319, 330-37, 74 A.3d 433 (2013) (Borden, J., dissenting) (discussing reasons why parties' separation agreement should be read to incorporate "the full panoply of remedies provided by § 46b-86 [b], including the power to modify . . . and suspend . . . the payment of periodic alimony" [internal quotation marks omitted]). Nevertheless, I do believe that the better reading of the parties' agreement is that it limits the trial court's authority to terminating alimony upon a finding of cohabitation. I therefore concur in the result.