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VINCENT v. NEW HAVEN—CONCURRENCE

BORDEN, J., concurring. I agree with the result reached by the majority, and with much of its reasoning. I depart from its analysis only with respect to whether the statutory language at issue is ambiguous.

Contrary to the majority, I would conclude that the interpretation of General Statutes (Rev. to 1989) § 31-306 that was adopted by the compensation review board and offered by the plaintiff, Martha Vincent, on appeal, namely, that an employee is required to provide health insurance coverage to the surviving dependent of a deceased employee, is plausible. Therefore, the statutory language is ambiguous. Viera v. Cohen, 283 Conn. 412, 421, 927 A.2d 843 (2007) ("[t]he test to determine ambiguity is whether the statute, when read in context, is susceptible to more than one reasonable interpretation" [internal quotation marks omitted]); see also Genesky v. East Lyme, 275 Conn. 246, 278, 881 A.2d 114 (2005) (Borden, J., concurring) ("if the text of the statute at issue, considering its relationship to other statutes, as applied to the facts of the case, would permit more than one likely or plausible meaning, its meaning cannot be said to be 'plain and unambiguous' "). Nonetheless, I would also conclude that, despite this ambiguity, the extratextual source of the meaning of the language on which the plaintiff relies, namely, the statutory scheme's remedial purpose, is not enough to overcome the strong suggestion of the text that, as the majority opinion aptly demonstrates, health benefits are not included in § 31-306. I therefore agree that the decision of the compensation review board should be reversed.