

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF ADMINISTRATIVE LAW APPEALS

June 28, 2019

Middlesex, ss.

Docket No. CR-18-0121

STEPHEN A. STANTON, Petitioner

v.

QUINCY BOARD OF RETIREMENT, Respondent

DECISION

Appearance for Petitioner:

Stephen A. Stanton, *pro se*
333 Ricciuti Drive, Apt. 221
Quincy, MA 02169

Appearance for Respondent:

Michael Sacco, Esq.
Christopher Collins, Esq.
Michael Sacco, P.C.
P.O. Box 479
Southampton, MA 01073-0479

Administrative Magistrate:

Mark L. Silverstein, Esq.

Summary of Decision

A retired municipal firefighter and honorably-discharged Vietnam-era United States Navy veteran, who had already purchased, for retirement credit, the one year and 11 months of Navy service (from March 8, 1972 through his release from active duty on February 27, 1974) that his discharge report (Form DD-214) identified as “active service,” also sought to purchase the first six months of his Navy service (from December 8, 1970 to April 30, 1971) for retirement credit. The retirement board denied the request, and the retiree appealed that Decision to DALA. The retirement board’s motion for summary decision is granted, and the denial of the requested creditable service purchase is affirmed. Because the first six months of the retiree’s Navy service was active duty for training as a reservist in the United States Naval Reserve, it was not “active service in the armed forces,” *see* M.G.L. c. 32, § 4(1)(h), fourth para., *referencing* M.G.L. c. 4, § 7, cl. 43 (definition of “veteran”), and therefore could not be purchased for retirement credit.

Background

Petitioner Stephen A. Stanton, a retired Quincy, Massachusetts Fire Department lieutenant and honorably discharged Vietnam-era United States Navy veteran, appeals, pursuant to M.G.L. c. 32, § 16(4), respondent Quincy Retirement Board’s February 1, 2018 decision denying his request to purchase six months of his Navy service (from December 8, 1970 to April 30, 1971) for retirement credit pursuant to M.G.L. c. 32, § 4(1)(h). The Board did so because Mr. Stanton’s service during that time was not listed as active duty service on his discharge report (Form DD-214). In 2003, the Board had allowed Mr. Stanton to purchase, for retirement credit, one year and 11 months of active Navy service shown by his Form DD-214, which he performed between March 8, 1972 and his release from active duty on February 27, 1974. Mr. Stanton purchased that service in June 2016. The Board had also denied a previous request by Mr. Stanton (in 2015), to purchase the first six months of his Navy service because it was for Naval Reserves active duty training.

On April 22, 2019, the Division of Administrative Law Appeals (DALA) issued its First

Prehearing Order directing the parties to file prehearing memoranda and proposed hearing exhibits. On June 5, 2019, the Board filed a motion for summary decision, pursuant to 801 C.M.R. § 1.01(7)(h), with 10 supporting exhibits.¹ The Board asserted that (1) no material facts were in dispute, including the nature of Mr. Stanton's service from December 8, 1970 to April 30, 1971 as active duty training for the Naval Reserves, rather than active service in the armed forces of the United States; (2) "active service in the armed forces" does not include "active duty for training" as a reservist in the armed forces of the United States, *see* M.G.L. c. 4, § 7, cl. 43 (definition of "veteran"); and (3) as a matter of law, therefore, Mr. Stanton could not purchase his service during the six month period in question for retirement credit pursuant to M.G.L. c. 32, § 4(1)(h). Mr. Stanton has filed no response to the Board's summary decision motion.

Based upon the undisputed facts, and for the reasons set forth below, I grant summary decision in the Board's favor and affirm its denial of Mr. Stanton's request to purchase his service from December 8, 1970 to April 30, 1971 for retirement credit.

Undisputed Facts

I find the following material facts to be undisputed:

1. Petitioner Stephen A. Stanton, born in 1953, was employed as a firefighter in the City of Quincy, Massachusetts Fire Department from May 1, 1995 until January 31, 2018, when he retired with the rank of lieutenant following 22 years and 9 months of service. As a Quincy firefighter, Mr.

¹/ I have listed these exhibits in the attached Appendix.

Stanton was a member of the Quincy Contributory Retirement System, which is administered by respondent Quincy Retirement Board (the Board).

2. Mr. Stanton is also an honorably-discharged Vietnam-era United States Navy veteran. He entered the Navy on December 8, 1970, and was “Ordered to ACDUTRA” (active duty training) in the United States Naval Reserve on that date. He entered active duty on March 8, 1972 and remained in active service for one year, 11 months and 14 days, until his release from active duty on February 27, 1974. He had no prior active service (meaning prior to the start of his active duty service on March 8, 1972), but was credited, for pay purposes, with one year, 4 months and 15 days of “prior inactive service.” (Exh. 3: Two Forms DD-214: (1) Report of Transfer or Discharge (Form DD-214N),² relative to release from active duty training and transfer to the Naval Air Station South Weymouth, Massachusetts (date not visible on form copy) ; and (2) Report of Separation from Active Duty (Form DD-214N), relative to release from active duty effective Feb. 27, 1974, date-stamped “SEP 22 2003.”)

3. On September 17, 2003, Mr. Stanton applied to the Quincy Retirement Board to have his active service in the armed forces of the United States credited for retirement purposes, pursuant to M.G.L. c. 32, § 4(1)(h). (Exhs. 4 and 5.)

4. On September 25, 2003, the Board sent Mr. Stanton a letter informing him that the total time of his creditable service for active duty in the armed forces of the United States was one year and 11 months, and that he could purchase this service for \$4,995.50. The Board also informed

²/ The suffix “N” shows that the Form DD-214 was issued with respect to separation from active duty in the United States Navy.

Mr. Stanton, in the same letter, that his Form DD-214 “noted” that he might have active reserve time, but in order to be credited for such service for retirement purposes, he would have to provide “documentation for this additional time.” (Exh. 6.)

5. In July 2015, Mr. Stanton sent the Board a request to purchase, for retirement credit, the first six months of his Navy service. On July 31, 2015, the Board denied this request because the six month period of service Mr. Stanton sought to purchase “was for active duty training for the reserves” and was therefore not eligible for creditable service purchase. (Exh. 7.)

6. By letter dated May 3, 2016, the Board again notified Mr. Stanton that, based upon his Form DD-214, he qualified for one year and 11 months of creditable service for active service in the armed forces, and that he could purchase this service for retirement credit for \$4,995.50. (Exh. 8.)

7. On June 2, 2016, Mr. Stanton sent the Board a check for the cost of purchasing one year and 11 months of creditable service for active service in the armed forces (\$4,995.50). (Exh. 9.)

8. On January 2, 2018, before he retired, Mr. Stanton sent the Board a handwritten letter stating “I would like to purchase 6 months of active duty towards my retirement.” (Exh. 10.)

9. The Board treated this as a request by Mr. Stanton to purchase the first six months of his Navy service for retirement credit. On February 1, 2018, it denied Mr. Stanton’s request because the time in question “was not listed as active duty” on his Form DD-214. The denial letter advised Mr. Stanton of his right to appeal the Board’s decision to the Division of Administrative Law Appeals (DALA), pursuant to M.G.l. c. 32, § 16(4). (Exh. 1.)

10. Mr. Stanton filed a timely appeal of the Board's February 1, 2018 decision with DALA. (Exh. 2.)

Discussion

1. Purchasing Active Service in Armed Forces for Retirement Credit, Generally

A contributory public employee retirement system member qualifying as a "veteran who served in the armed forces of the United States" may purchase up to four years of "active service in the armed services of the United States" as "creditable service" to be counted toward his retirement allowance, in addition to the creditable service earned during public employment. *See* M.G.L. c. 32, § 4(1)(h).³ With exceptions that do not apply here, M.G.L. c. 32, § 1 defines "veteran" as "any

³/ M.G.L. c. 32, § 4(1), entitled "Qualifications for Credit for Service," provides in pertinent part that:

(a) Any member in service shall, subject to the provisions and limitations of sections one to twenty-eight inclusive, be credited with all service rendered by him as an employee in any governmental unit after becoming a member of the system pertaining thereto; provided, that in no event shall he be credited with more than one year of creditable service for all such membership service rendered during any one calendar year . . .

(h) The period or periods during which any member who is a veteran *as defined in section one* was on leave of absence from the governmental unit to which the system of which he is a member pertains, for the purpose of serving in such campaign and until he was discharged or released from such service in the armed forces, shall be allowed as creditable service. . . .

M.G.L. c. 32, § 4(1)(h) also provides in pertinent part that:

Notwithstanding the provisions of this chapter or any other general or special law, rule or regulation to the contrary, a member in service of a retirement system as defined in section one who is a veteran who served in the armed forces of the United States shall be entitled to credit for *active service* in the armed services of the United States; provided,

person who “is a veteran as defined in clause Forty-third of section seven of chapter four”

This statutory definition provides in pertinent part that:

“Active service in the armed forces,” as used in this clause, shall not include active duty for training in the army national guard or air national guard or active duty for training as a reservist in the armed forces of the United States.

M.G.L. c. 4, § 7, cl. 43rd.

2. Can Mr. Stanton Purchase His First Six Months of Navy Service for Retirement Credit?

It is undisputed that Mr. Stanton is a United States Navy veteran, and has already purchased, for retirement credit, his one year and 11 months of active service in the Navy, as his Form DD-214 identifies it—the period from the date on which he entered active duty, March 8, 1972, through his release from active duty on February 27, 1974. (Findings 2, 6, 7.) The issue on appeal here is whether the first six months of Mr. Stanton’s Navy service (December 8, 1970 - June 8, 1971; *see* Finding 2) may also be purchased for retirement credit as active service.

however, that such active service shall not be credited until such member has paid into the annuity savings fund of such system, in one sum or in installments, upon such terms and conditions as the board may prescribe, makeup payments, for each year of creditable service sought, of an amount equal to the ten percent of the regular annual compensation of the member when said member entered the retirement system; and, provided further that such creditable service shall not be construed to include service for more than four years provided further, that such creditable service shall not be allowed for any period of *active service* for which said veteran has received credit pursuant to paragraph (h) of subsection (1) of section 4 of chapter thirty-two of the General Laws. This act shall apply to National Guard and Active Reserve personnel, both former and present. Creditable service time, both enlisted and commissioned may be applied toward retirement on a ratio of five years guard service or five years active reserve service substitutable for each year of *active service*.

(Emphasis added).

As presented here, this issue is not the subject of a genuine, material factual dispute, and may be decided, as a matter of law, upon the Board's motion for summary decision.

a. Summary Decision: Ground Rules

Summary decision may be granted in adjudicatory appeals governed by the Standard Adjudicatory Rules of Practice and Procedure, such as this one, when there are no genuine or material facts to be adjudicated, and the outcome is compelled as a matter of law. A party moving for summary decision must show, with competent evidence, the absence of any genuine issue of material fact, as well as its entitlement to a summary disposition in its favor as a matter of law. If the party moving for summary decision makes this showing, the opposing party must show, with competent evidence, that (a) there is a genuine, material factual dispute that prevents an issue's summary disposition, or (b) the undisputed material facts are other than as the moving party asserted them to be and, if true, would result in a different outcome than the moving party seeks, or (c) the applicable law compels summary decision in its favor, rather than in favor of the moving party. *See* 801 C.M.R. § 1.01(7)(h); *Palmer v. Boston Retirement Bd.*, Docket No. CR-13-575, Decision at 21 (Mass. Div. of Admin. Law App., Nov, 20, 2015) (retirement board granted summary decision in appeal challenging its denial of accidental disability retirement application by special needs teacher based upon regional medical panel's "negative certificate" as to disability, its likely permanence, and its work-related causation); as to the availability of summary decision in deciding other types of DALA general jurisdiction appeals, *see also Wilmington Dep't of Veterans' Services v. Dep't of Veterans' Services*, Docket No. VS-10-757, Decision at 11-12 (Mass. Div. of Admin. Law App.,

Dec. 24, 2014)(summary decision granted in M.G.L. c. 115 veterans' benefits appeal) *and Lilly v. Fair Labor Div. (Kirby Distributorship Appeals)*, Docket Nos. LB-10-505 *et al.*, Decision and Order on Motion for Summary Decision at 13-14 (Mass. Div. of Admin. Law App., Nov. 26, 2013) (summary decision granted in Massachusetts Wage and Hours Laws appeal).

A motion for summary decision prompts a review of the record in search of a genuine, material factual issue that could be decided only through an evidentiary hearing. *Palmer*; Decision at 21; *Lilly*; Decision at 13; *see also Castellani v. Fair Labor Div.*, Docket No. LB-10-533, Partial Summary Decision at 11 (Mass. Div. of Admin. Law App., Aug. 13, 2013), *citing Murinzi v. Dep't of Pub. Health*, Docket No. PHNA-10-823, Decision at 12 (May 29, 2012) *and Scott v. Dep't of Veterans' Services*, Docket No. VS-10-832, Decision at 8 (Mass. Div. of Admin. Law App., Dec. 30, 2011). The existence of such an issue revealed by the record will defeat the motion, therefore, even if (as here) the non-moving party files no response to it. A motion for summary decision may also be denied when the facts presented, whether by the motion and opposing papers, or by the record, do not suffice to show whether a genuine, material factual issue exists or not. *Lilly* at 14; *Castellani* at 26-29. The motion may be granted, on the other hand, when the exhibits accompanying it, or the remainder of the record, show no genuine, material factual issues precluding summary decision, even if the motion itself does not make this showing as definitively as it might. *Palmer*; Decision at 21.

b. Summary Decision of the Issue Presented Here

These ground rules are readily applied here. In moving for summary decision, the board was

required to show it to be beyond genuine, material dispute that the first six months of Mr. Stanton's Navy service (December 8, 1970 - June 8, 1971) was not "active service" in the armed forces of the United States. It has made this showing based upon the exhibits it filed, particularly Mr. Stanton's Form DD-214s. Those records show that what the Navy characterized as Mr. Stanton's period of active duty was from March 8, 1972 until February 27, 1974, when he was released from active duty; that he had no prior active service (meaning prior to the start of his active duty service on March 8, 1972); and that, instead, he was credited, for pay purposes, for one year, 4 months and 15 days of "prior inactive service." (Finding 4.) Mr. Stanton's Form DD-214s also show that when he entered the Navy on December 8, 1970, he was "Ordered to ACDUTRA" (active duty training), and that this period of active duty training was in the United States Naval Reserves (USNR) and continued until Mr. Stanton entered active duty on March 8, 1972. (Finding 2.) A search of the record reveals no evidence that Mr. Stanton's Navy service prior to March 9, 1972 was characterized as "active duty," as opposed to active duty training. The first six months of Navy duty that Mr. Stanton seeks to purchase for retirement credit falls within this period of active duty training. Accordingly, the board has shown it to be undisputed that Mr. Stanton's first six months of Navy service was not active service in the armed forces of the United States.

Because the Board's motion for summary decision showed it to be beyond genuine dispute that the first six months of Mr. Stanton's Navy service (December 8, 1970 - June 8, 1971) was not "active service" in the armed forces of the United States, Mr. Stanton was obligated to show, with competent evidence, that the nature of his first six months of Navy service was the subject of a genuine and material factual dispute that could not be resolved summarily. He has not done so;

indeed, he has not responded to the Board's motion for summary decision.

I determine it to be beyond genuine or material factual dispute, therefore, that Mr. Stanton's Navy service between December 8, 1970 and June 8, 1971 was not "active service" in the armed forces of the United States. I determine next whether, as a matter of law, the Board is entitled to a summary decision that Mr. Stanton cannot purchase the first six months of his Navy service for retirement credit under M.G.L. c. 32.

I begin with the language of M.G.L. c. 32, § 4(1), entitled "Qualifications for Credit for Service," which provides in pertinent part that:

Notwithstanding the provisions of this chapter or any other general or special law, rule or regulation to the contrary, a member in service of a retirement system as defined in section one who is a veteran who served in the armed forces of the United States shall be entitled to credit for active service in the armed services of the United States

M.G.L. c. 32, § 4(1)(h), fourth para. (emphasis added).

Per this statutory language, there are two prerequisites for retirement credit for military service—the person applying for retirement credit must be a veteran "as defined in section one" (meaning M.G.L. c. 32, § 1), and the service in question must have been for "active service in the armed forces of the United States." M.G.L. c. 32, § 1 defines "veteran" in pertinent part as ""any person who (a) is a veteran as defined in clause Forty-third of section seven of chapter four"

M.G.L. c. 4, § 7, cl. 43rd, to which M.G.L. c. 32, § 1 refers in defining "veteran," provides in pertinent part that:

"Veteran" shall mean (1) any person, (a) whose last discharge or release from his wartime service as defined herein, was under honorable conditions and who (b) served in the army, navy, marine corps, coast guard, or air force of the United States,

or on full time national guard duty under Titles 10 or 32 of the United States Code or under sections 38, 40 and 41 of chapter 33 for not less than 90 days active service, at least 1 day of which was for wartime service; provided, however, that any person who so served in wartime and was awarded a service-connected disability or a Purple Heart, or who died in such service under conditions other than dishonorable, shall be deemed to be a veteran notwithstanding his failure to complete 90 days of active service . . . (3) any person (a) whose last discharge from active service was under honorable conditions, and who (b) served in the army, navy, marine corps, coast guard, or air force of the United States for not less than 180 days active service; provided, however, that any person who so served and was awarded a service-connected disability or who died in such service under conditions other than dishonorable, shall be deemed to be a veteran notwithstanding his failure to complete 180 days of active service.

“Wartime service” shall mean service performed by a “Spanish War veteran”, a “World War I veteran”, a “World War II veteran”, a “Korean veteran”, a “Vietnam veteran”, a “Lebanese peace keeping force veteran”, a “Grenada rescue mission veteran”, a “Panamanian intervention force veteran”, a “Persian Gulf veteran”, or a member of the “WAAC” . . .⁴

“Armed forces” shall include army, navy, marine corps, air force and coast guard . . .

“Active service in the armed forces,” as used in this clause, shall not include active duty for training in the army national guard or air national guard or active duty for training as a reservist in the armed forces of the United States.

The prerequisites for veteran status under M.G.L. c. 4, § 7, cl. 43rd must be met, therefore, to qualify one’s service for retirement credit under M.G.L. c. 32. § 4(1)(h).

Mr. Stanton meets several of these prerequisites. He served in the United States Navy, and was on active duty in that service, for more than 180 days (six months) of active service during the Vietnam conflict (one year, 11 months and 14 days, from March 8, 1972 until his release from active

⁴/ Each of the armed conflicts listed in Clause 43rd’s definition of “wartime service” is defined separately in that clause, and each of those definitions specifies the starting and ending dates of the conflict and, therefore, the dates between which service in that conflict must have occurred.

duty on February 27, 1974), and was discharged under honorable conditions, per his Form DD-214. He was allowed to purchase retirement credit as a veteran for that period of active service.

However, Mr. Stanton's period of active service did not include his first six months of Navy service between December 8, 1970 (when he first entered the Navy and was "Ordered to ACDUTRA" (active duty training) in the United States Naval Reserve), and March 7, 1972, when he entered active duty in the Navy. Therefore, although Mr. Stanton was, overall, a Navy veteran, and his period of active duty in the Navy qualified for retirement credit under M.G.L. c. 32, § 4(1)(h) (and he has already purchased it as creditable service), his first six months in the Navy did not qualify as creditable service under M.G.L. c. 32, § 4(1)(h) and cannot be purchased as such under that statute. Mr. Stanton's Form DD-214s show that the Navy credited that period as one for "inactive duty" in the Naval reserves.

As a matter of law, therefore, Mr. Stanton's first six months of Navy service, which was indisputably "active duty for training as a reservist" in the Navy rather than "active service" in the Navy, does not qualify as the "active service" of a veteran that can be purchased for retirement credit under M.G.L. c. 32, § 4(1)(h). *See Grunebaum v. Quincy Retirement System*, Docket No. CR-05-230, Decision (Mass. Div. of Admin. Law App., Jan. 3, 2007), *aff'd* (Mass. Contributory Retirement App. Bd., June 9, 2006) (sustaining denial of petitioners' request to purchase, as creditable service, time spent in United States Army Reserves during Vietnam War between January 28, 1972 and October 16, 1974 because he was never in "active service" in the armed forces and was only in "active duty for training" during the time in question, and he was therefore not a "veteran" as that term is defined by M.G.L. c. 32, § 4(1)(h) and by M.G.L. c. 4, § 7, cl. 43rd); *Vezina v. MWRA*

Employees Retirement System, Docket No. CR-12-161, Decision (Mass. Div. of Admin. Law App., Jan. 22, 2016) (retirement system properly denied request by petitioner, an honorably-discharged Massachusetts Army National Guard member, to have the period of his non-wartime military service included in computing his ordinary disability retirement allowance, pursuant to M.G.L. c. 32, § 4(1)(h); statutory definition of “veteran” excludes active duty for training from being counted as “active service” in the armed forces of the United States; in addition, even if the petitioner’s subsequent Army National Guard service—a 23-day period in August, 1985 during which he sustained an injury for which he was awarded a service-related disability—is treated as having been active duty service not for training, it, too, did not qualify him for veteran status because it was for less than 180 days, the minimum non-wartime service period needed under M.G.L. c. 4, § 7, cl. 43rd, subd. (3) to qualify as veteran under that statute); *McGarry v. Massachusetts Teachers’ Retirement System*, Docket No. CR-9-49, Decision (Mass. Div. of Admin. Law App., Jul. 24, 2009)(public school teacher could not purchase the time he served in the Marine Corps active reserves for retirement credit pursuant to M.G.L. c. 32, § 4(1)(h) because his active duty service was limited to active duty for training, and he had less than 180 days of active service, as a result of which he did not meet the definition of “veteran” set forth in the retirement statute at M.G.L. c. 32, § 1).

Conclusion and Disposition

For the reasons stated above, the Quincy Retirement Board’s motion for summary decision is granted, and its February 1, 2018 decision denying Mr. Stanton’s request to purchase six months of his Navy service (from December 8, 1970 to April 30, 1971) for retirement credit pursuant to

M.G.L. c. 32, § 4(1)(h) is affirmed, because his service during that time was not active duty service and was, instead, active duty for training as a reservist in the United States Naval Reserve.

SO ORDERED.

DIVISION OF ADMINISTRATIVE LAW APPEALS

Mark L. Silverstein
Administrative Magistrate

Dated: June 28, 2019

(Appendix of Exhibits follows on next page)

APPENDIX TO DECISION DATED JUNE 28, 2019

LIST OF EXHIBITS SUPPORTING BOARD'S MOTION FOR SUMMARY DECISION

(1) Quincy Retirement Board's Decision denying Stephen A. Stanton's request to purchase his first six months of United States Navy service (December 8, 1970–April 30, 1971) for retirement credit, dated Feb. 1, 2018.

(2) Appeal by Stephen A. Stanton to Division of Administrative Law Appeals, dated Feb. 14, 2018 (of Quincy Retirement Board's February 1, 2018 Decision denying his request to purchase his first six months of United States Navy service (December 8, 1970–April 30, 1971) for retirement credit).

(3) Two Form DD-214s: (1) Report of Transfer or Discharge (Form DD-214N) of Stephen A. Stanton relative to release from active duty training and transfer to the Naval Air Station in South Weymouth, Massachusetts (date not visible on form copy); and (2) Report of Separation from Active Duty (Form DD-214N) of Stephen A. Stanton, relative to release from active duty effective Feb. 27, 1974, date-stamped "SEP 22 2003.")

(4) Letter, Quincy Retirement Board to "Member," dated Jul. 25, 2003, *re* removal of ten-year creditable service requirement for purchasing creditable service for military time, per St. 2002, c. 468, with acknowledgment of receipt of letter and request for form to apply to purchaser creditable service for military time, signed by Stephen A. Stanton.

(5) Application of Stephen A. Stanton to purchase up to four years of service in the armed forces of the United States as creditable service for retirement purposes, pursuant to M.G.L. c. 32, § 4(1)(h), dated Sept. 17, 2003.

(6) Letter, Quincy Retirement Board to Stephen A. Stanton, *re* determination that total time of his creditable service for active duty in the armed forces of the United States was one year and 11 months, based upon Form DD-214, and cost to purchase same (\$4,995.00), dated Sept. 25, 2003.

(7) Quincy Retirement Board's denial of Mr. Stanton's request to purchase his first six months of Navy service for retirement credit, because this time was for active duty training for the reserves and was not eligible for retirement credit, dated Jul. 31, 2015.

(8) Letter, Quincy Retirement Board to Stephen A. Stanton, *re* determination that total time of his creditable service for active duty in the armed forces of the United States was one year and 11 months, based upon Form DD-214, and cost to purchase same (\$4,995.00), dated May 3, 2016.

(9) Request of Stephen A. Stanton for Purchase of Service Credit, dated Jun, 21 2016, with check for \$4,995.00 payable to Quincy Retirement Board, dated Jun. 2, 2016.

(10) Handwritten letter, Stephen A. Stanton to Quincy Retirement Board, stating “I would like to purchase 6 months of active duty towards my retirement,” dated Jan. 2, 2018.