Planning Commission Mtg

11/09/2005

Elkton Planning Commission
Monthly Meeting Nov 8, 2006

Attendance:

Harry Armbruster, Vice Chair
Madelyn Dixon, Secretary
Jeremy Ream*, Commissioner
Wayne Printz**, Zoning Admin
Theodore Pence*, Council
Marty Shifflett, Admin Rep
Dan Talbot, Chair

* Absent ** Guest

Approval of Minutes:

Harry moved to accept minutes from October meeting; seconded by Marty and passed 4-0.

Zoning Permit(s):

Zoning Permit #71 – Joyce Crawford requests:

- Subdivision of lot on East Washington (131B4-(3)-B 1 L11).
  - Zoned R4 – requires 6,250 SF lot
  - Two lots of 50' x 200' (10,000 SF), current lot is 100' x 200' (20,000 SF).
  - Setbacks – 1 side 5 feet; 2 side 15 feet.
  - Will be constructing two stick built homes on permanent foundations, one home on each lot.

Pathforward(s):

- Need to follow the subdivision process laid out in Town Code
- This requires the lot owner to provide a final plat for planning commission review before proceeding with construction.

Old Business:

BPML Properties: Pete Bonavita, Gary Beatty & Bobbi Horn

- Pete provided some background information on ***Downey Knolls.***
- Mayor Printz, Dan & Marty responded and asked several questions.
- Harry suggested having a meeting between BPML & TOE centered on resolving these items.

New Business:

Boundary Line Development – Dan wanted to review the letter that was written to Rockingham County to attempt to address the issues created by these developments. Dan wanted to review the letter.

- Item 2 – there valid points about
  - Standards & Specifications on border properties
  - Need to determine WWTP capacity; need to reword to address hookup fee's; and note Pete's proffers
- Item 3 – rephrase regarding Rockingham R5 vs TOE R8
  - will focus on border line properties

Planning Commission Mtg

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Comprehensive Plan:

- page 59 – change date from 2004 – 2024 through 2006 – 2026
- Map #4 - #6
    - Need a new legend

Meeting Date

- Move meeting from 2nd Wed to 2nd Thurs

Harry made a motion to move regularly scheduled meeting from 2nd Wed to 2nd Thursday, seconded by Dan and passed 3-1.

Daniel Talbot/Chairman

Madelyn Dixon/ Secretary

B.P.M.L. PROPERTIES, LLC

November 8, 2006

To: The Elkton Town Council and the Elkton Planning Commission
From: B.P.M.L. Properties, LLC

Re: Re-zoning request RZ06-08, Tax Parcel 130-(A)-9
Elkton Plaza West and Downey Knolls; Letter dated October 25, 2006 from Elkton Planning Commission to the Rockingham County Planning Commission

The Elkton Planning and Zoning Commission is appointed by and strictly an advisory body to the Elkton Town Council. Therefore, final decisions, on any issue, are made only by the authority of the Town Council.

The Elkton Planning Commission is not a political body, and is not to take a political position on any issue. This Commission is also not to discuss or suggest proffers to the Town of Elkton. Proffers are to be discussed between the developers and the Town Council, or someone the Council may appoint, such as the Town Attorney.

I have enclosed a complete package to show the chain of events, with respect to the Town of Elkton, on this issue. I have also included the Draft letter from the Planning Commission, dated October 25, 2006, that was delivered to the Director of the Rockingham County Planning Commission.

My question to Chairman Daniel R. Talbot is, who gave you the authority to tell Rockingham County that, "the Town Council has discussed this matter and are not in favor of rezoning as proposed"? The fact is, that on August 4, 2006, the Town Council clearly stated their position on my development, by a motion they unanimously passed. The Council attached no conditions except for their desire and my mutual desire that this development be incorporated into the Town Limits. I agreed, if the zoning was approved, that I would make a request to Rockingham County to approve a boundary line adjustment for my development. Elkton did not require that Rockingham County Approve a boundary line adjustment as a condition for water and sewer approval.

The Town Council has a responsibility for over-site of the Planning commission. Now that you are aware of the chairman's attempt to misrepresent the facts by presenting a draft letter to the Rockingham County Planning Commission stating the Council's position, which was clearly not true. It is also a fact that the Planning Commission has not discussed this issue since the Council dismissed Mr. Donachy. My question now is, who is Mr. Talbot speaking for? I am requesting that the Town Council investigate this matter and take the appropriate actions necessary.

Again, the Planning Commission is strictly an advisory body, and does not speak for the Town Council, unless directed to do so by the Council.

The Planning Commission is limited to the scope of their authority. Their mission is to be a steward of the land and to make recommendations to the Council as to the highest and best use of that land, to benefit the community as a whole. The Planning Commission cannot and should not engage in taking a position that approval of a business district outside of the Town Boundary will affect the profit of an existing business within the Town Limits or affect the tax base for the Town. If this were to be the standard or accepted practice of Planning Commissions, there would never be any future business growth beyond the Town Limits, which is obviously ridiculous. To illustrate my point, look at the business growth on Route 33, between Harrisonburg and Elkton. If this philosophy were to be adopted, there would be no businesses between Harrisonburg and Elkton.

This philosophy can never be acceptable. We live in a free society governed by laws, and our country subscribes to the free enterprise system.

It can never be acceptable for, nor the function of, any Planning Commission to make a commitment to protect the profit of any private business within its Town Limits, at the expense of a new business that may be created outside those same Town Limits. Our country's free enterprise system offers everyone the opportunity and the legality to pursue their engagement in that free enterprise system.

Respectfully submitted,

Peter A. Bonavita

Peter A. Bonavita
Member/Manager

CC: Mayor Wayne E. Printz
All Council Members
Mr. Miller, Town Attorney

14016 SPOTSWOOD TRAIL • ELKTON, VA • 22827
PHONE: (540)298-0280 • FAX: (540)298-0284

B.P.M.L. PROPERTIES, LLC

May 9, 2006

Mayor Wayne E. Printz
Elkton Town Council
176 W. Spotswood Ave
Elkton, VA 22827

Re: B.P.M.L. Properties, LLC approval for Water and Sewer

Dear Mayor and Town Council Members:

I have enclosed a letter from the Elkton Town Council, signed by Mayor Wayne E. Printz, and dated July 21, 2004.

B.P.M.L. Property, LLC detrimentally relied on this commitment from the Elkton Town Council for water and sewer to serve our future subdivision.

This letter clearly states, in bold print, "we have the capacity in our water and sewer to carry this development". The first plan we submitted was for a total of 155 residential lots and 18 business lots for a total of 173 lots. This was the number of lots approved by Elkton to have access to connect to the town's water and sewer.

Our new plan, which we submitted to Rockingham County, is for 73 residential lots "Age targeted Community", of citizens 55 and older, no one under the age of 19 will be allowed to reside in the home longer than 3 months. We will have 18 business lots fronting Rt 33, similar to our first plan. The total number of lots is 91, which is less than what was approved by Elkton.

Based on the commitment from Elkton, which had no conditions or time frame to complete, we purchased Dr. Downey's property. We also contracted for engineering and a survey, which was required for the subdivision procedure. We gave the Commitment Letter as required to the Rockingham County Planning Commission. This is the first step in applying for rezoning and subdivision approval.

We would have never begun this process, purchased the property, or contracted for the required engineering, survey, etc., if we had known Elkton would not honor their commitment to us.

This commitment is clear, with no conditions or ambiguity as to its intent.

Since our approval for water and sewer, Elkton has approved water and sewer service for other new purposed subdivisions. See attached letter dated June 27th, 2005, which is approximately one year after our approval.

14016 SPOTSWOOD TRAIL • ELKTON, VA • 22827
PHONE: (540)298-0280 • FAX: (540)298-0284

I have also enclosed a letter dated April 17, 2006, signed by the Chairman of the Elkton Planning Commission.

In paragraph 3 of this letter it states that since Elkton has approved other subdivisions for water and sewer, they now have reached their capacity as to water and sewer. This, however, has no bearing on their previous commitment to us. They should have taken into consideration their commitment to us, before approving future requests for water and sewer.

I also want to bring to your attention the last sentence in paragraph 3, which has no connection to the requested comments from Rockingham County as to planning and zoning issues. This statement distorts the truth. I told the Council and most of the council members privately that if the County approved this development, I would petition the County for a boundary line adjustment. A copy of the Council minutes verified my statement, as addressed in paragraph 1 which is highlighted in the attached copy of the minutes. If the sentence in Paragraph 3 of Mr. Talbot's letter dated April 17th, 2006 were true, then I would never have had to apply for re-zoning in Rockingham County, see attached letter with Paragraph 3 highlighted for clarification. I still intend to honor my verbal commitment to the Town Council after the zoning and the development is approved even though my commitment letter never made this one of the conditions.

My real concern and question is why was this sentence used since it is not true? This sentence has undermined the intent of the Town Council's letter of commitment to B.P.M.L. dated July 21, 2004. This statement indicates that I somehow have not fulfilled my obligation to the Council, which is not true.

On April 17, 2006 I met with Mr. Donachy in his office in an attempt to find out why he stated at a planning commission meeting, that my letter from the council was not any good because the council didn't know what they were doing. He also stated that I made a "whopping" $500 contribution on the sale of each lot to the Town for upgrading the sewer system. I told Mr. Donachy that "I take this as a slap in the face to our good intentions" and he replied, "I think it is a slap in the face to the town". My reply was "I'm sorry he felt that way, because I don't consider an approximately $50,000 offer, which we were not required to do, as a slap in the face". I also told Mr. Donachy that if this was an attempt by him to make me offer additional money toward the sewer upgrade then this was a very poor way of going about it. I told him that if he continued to place obstacles in my way which will effect my ability to obtain zoning approval from Rockingham County that I may have no option but to seek relief in the court. Mr. Donachy replied, "I do not respond to threats" and he told me to leave the office, which I did. In my opinion this was very unprofessional.

It seems to be more than a coincidence that the letter enclosed signed by Mr. Talbot dated April 17th, 2006 contained a sentence, which is misleading and more importantly not true.

If other towns, cities or counties used this procedure, as applied in our case, it would create a chaotic situation.

This letter is our attempt to clarify our position and to identify the chain of events.

It is very important that these facts be brought to the attention of the Council. This issue is time sensitive because of our zoning application with Rockingham County.

Our hope is that this matter can be resolved and that Rockingham County can be assured that the Council will honor their previous commitment to us.

Respectfully

Peter A. Bonavita

Peter A. Bonavita
Manager/Member

Enclosures

TOWN OF ELKTON

173 WEST SPOTSWOOD AVENUE
ELKTON, VIRGINIA 22827
298-1951

July 21, 2004

Peter A. Bonavita
B.P.M.L Properties, LLC
17153 Mt. Pleasant Road
Elkton, Virginia 22827

Dear Mr. Bonavita:

At the regular meeting of the Elkton Town Council on July 19, 2004, **Council member Dean moved, second by Council member Snow, and carried that the Town of Elkton will honor Mr. Bonavita's request and send the County a letter that says we have the capacity in our water and sewer to carry his development.**

YEAS: J. Dean, T. Pence, L. Sigafoose, S. Sigafoose, R. Snow, and P. Workman

Motion carried (6 - 0 voice vote)

Council agreed to provide water and sewer to the planned 155 unit residential subdivision and 18 unit business complex on a 55.146 acre tract of land adjoining Elkton Plaza Shopping Center and adjoining the rear portion of Quail Run subdivision.

Sincerely yours,

Wayne E. Printz
Mayor

TOWN OF ELKTON

173 WEST SPOTSWOOD AVENUE
ELKTON, VIRGINIA 22827
298-1951

April 17, 2006

Rockingham County Planning Commission

Dear Chairman and Commission Members,

Thank you for the opportunity to provide comment on the proposed re-zoning request RZ06-08 for tax parcel 130 (A) 9. The Elkton Planning Commission discussed this matter at its April 12, 2006 meeting and is not in favor of rezoning at this time. The reasons for this decision are as follows:

1) As noted in your letter, the area is not located within a designated Urban Growth Area. It is our understanding, that in order for land to be considered for rezoning from Prime Agricultural, it must be within an Urban Growth Area.

2) The Town of Elkton has either annexed or boundary line adjusted almost all the area within its proposed Urban Growth Area during the last two years. We feel that the Town of Elkton and Rockingham County need to evaluate and agree upon a new Urban Growth Area boundary before any additional rezoning is permitted.

3) Since the time the town offered water and sewer services to this developer, the town has completed the additional boundary line adjustments with the county, noted above, and has entered into agreements with other developers that have brought the town's sewer system to capacity. With this increased development and the tougher Department of Environmental Quality (DEQ) standards we believe that any future developer needs to provide substantial assistance toward upgrading the sewerage treatment plant. Also the agreement for water and sewer was with the stipulation that the developer request a boundary line adjustment and the County agree with the request.

4) The master plan and the proposed rezoning do not cover the entire acreage in question, leaving 15 acres of Agricultural land surrounded by R5 and Business acreage. We believe that this allows the developer leverage and leeway in the future uses of this property which could result in substantially different use than that which is currently proposed.

Thank you for the consideration of these points.

incerely,

Daniel R. Talbot
Chairman Elkton Planning Commission

hold Council meetings on the third Monday of each month at 7:00 P.M., in Council Chambers.

YEAS: J. Dean, T. Pence, L. Sigafoose, S. Sigafoose, R. Snow and P. Workman

Motion carried (6 - 0 voice vote)

Peter Bonavita

Mr. Bonavita appeared before Council a second time to present his proposed sub-division development in the Food Lion Shopping Center area. The County requires a letter from the Town that the Town has the capacity for water and sewer for 18 patio homes, 51 single family homes, 86 townhouses, and 17 or 18 business lots. Mr. Bonavita will petition the County for a boundary line adjustment to bring all the acreage into the Town's boundary.

Council member Dean moved, second by Council member Snow, and carried to honor Mr. Bonavita's request and send the County a letter stating that the Town of Elkton has the water and sewer capacity to carry his development.

YEAS: J. Dean, T. Pence, L. Sigafoose, S. Sigafoose, R. Snow and P. Workman

Motion carried (6 - 0 voice vote)

Closed Session

Council member Dean moved, second by Council member Snow, and carried to go into closed session under Virginia Code 2.2-3711 to discuss litigation, real estate, and personnel.

YEAS: J. Dean, T. Pence, L. Sigafoose, S. Sigafoose, R. Snow and P. Workman

Motion carried (6 - 0 roll call)

Council member Dean moved to go from closed session back into regular session and that each member, to the best of his or her knowledge, certified that only public business matters lawfully exempted from an open meeting requirement under Chapter 21 of Title 2.1 of the Code of Virginia were heard, discussed, or considered. Council member S. Sigafoose duly seconded the motion.

YEAS: J. Dean, T. Pence, L. Sigafoose, S. Sigafoose, R. Snow and P. Workman

Motion carried (6 - 0 roll call)

Vice Mayor

TOWN OF ELKTON

173 WEST SPOTSWOOD AVENUE
ELKTON, VIRGINIA 22827
298-1951

June 27, 2005

Richard S. Myers
P.O. Box 167
Elkton, Virginia 22827

Dear Mr. Myers,

This letter is to confirm that the Town of Elkton has available water and sewer resources for your proposed twenty-eight (28) townhouses.

This letter of commitment is good for one (1) year from the above date. Water and sewer rates will be determined at time of connection.

If you have any question you may call me at the number listed above.

incerely,

Dennis R. Donachy
Town Manager/Zoning Administrator

TOWN OF ELKTON

173 WEST SPOTSWOOD AVENUE
ELKTON, VIRGINIA 22827
298-1951

August 4, 2006

Mr. Peter A. Bonavita
B. P. M. L. Properties, LLC
14016 Spotswood Trail
Elkton, Virginia 22827

Dear Mr. Bonavita:

Please find enclosed a motion presented by Council member O'Neill, seconded by Council Member Sigafoose. At their July 17, 2006 Council meeting, the Elkton Town Council voted unanimously to grant water and sewer hookups to the Elkton Plaza West and Downey Knolls Subdivision being developed by B. P. M. L. Properties, LLC.

As has been previously discussed, it is Council's desire, as well as yours, to bring the above named properties into Elkton's corporate limits through a boundary line adjustment with Rockingham County. The boundary line adjustment, however, is not mandated by the Town of Elkton as a condition to provide water and sewer hookups to your proposed development.

We hope this will be a very successful venture for B. P. M. L. Properties, LLC.

Very truly yours,

Wayne E. Printz
Mayor

Motion to Grant Water and Sewer To BPML Properties LLC
July 17, 2006
Mike O'Neill

WHEREAS the previous town council voted in July 21, 2004 to grant water and sewer hookups to the Elkton Plaza West and Downey Knolls Subdivision being developed by BPML Properties LLC and notified Pete Bonavita of the approval;

AND WHEREAS the previous town council, at a committee meeting, expressed the desire that the subdivision be brought into the town through a boundary line adjustment but did not stipulate that a boundary line adjustment as a condition of the approval when approval was granted;

AND WHEREAS Mr. Bonavita has expressed the desire to bring the subdivision into the town;

BE IT RESOLVED that the town council reaffirms its commitment to grant water and sewer hookups to the above mentioned properties and directs that a letter stating such be sent to BPML Properties, LLC, 14016 Spotswood Trail, Elkton, Virginia;

AND, that the letter sent to BPML Properties, LLC contains language expressing the desire by the town and BPML Properties, LLC that the above mentioned properties be brought into the town through a boundary line adjustment, but does not make a boundary line adjustment a condition of the water and sewer approval.

2. relating to the killing of relatives or fellow-countrymen, as in a civil war.

frat′ri·cīde, *n.* [L. *fratricida*, from *frater*, *fratris*, brother, and *-cidium*, a killing, from *cædere*, to kill.]
1. the act of killing one's own brother or sister.
2. a person who kills his own brother or sister.

Frau, *n.*; *pl.* **Frau′en**, [G.] a married woman; wife: used in Germany as a title corresponding to *Mrs.*

fraud, *n.* [ME. *fraud*, *fraude*; OFr. *fraude*, from L. *fraus*, *fraudis*, a cheating, deceit, error.]
1. (a) deceit; trickery; cheating; (b) in law, intentional deception to cause a person to give up property or some lawful right.

For when success a lover's toil attends,
Few ask if force or *fraud* attained his ends.
—Pope.

2. something said or done to deceive; trick; artifice.
3. a person who deceives or is not what he pretends to be; impostor; cheat. [Colloq.]
actual fraud; a fraud with actual wrongful intent to deceive.
constructive fraud; in law, a fraud that is involved in an act or contract which, though not originating in any actual evil or fraudulent design, has a tendency to deceive or mislead other persons, to violate public or private confidence, or to impair or injure the public interests.
pious fraud; a fraud designed to accomplish a good end; also, colloquially, one who deceives by a false pretense of piety.
statute of frauds; an old English statute designed to prevent frauds by requiring written evidence of important acts or contracts.
Syn.—deceit, artifice, cheat, deception, imposture, imposition, swindle, swindling, treachery, treason.

fraud′ful, *a.* deceitful in making bargains; trickish; treacherous; containing fraud or deceit.

fraud′ful·ly, *adv.* in a fraudful manner.

fraud′less, *a.* free from fraud.

fraud′less·ly, *adv.* in a fraudless manner.

fraud′less·ness, *n.* the state or quality of being fraudless.

fraud′ū·lence, *n.* the quality or state of being fraudulent; deceitfulness; trickery; dishonesty.

fraud′ū·len·cy, *n.* fraudulence.

fraud′ū·lent, *a.* [OFr. *fraudulent*; L. *fraudulentus*, cheating, fraudulent, from *fraus*, *fraudis*, a cheating, trickery, deceit.]
1. deceitful; trickish; given to the use of fraud; as, a *fraudulent* person.
2. containing fraud; founded on fraud; proceeding from fraud; as, a *fraudulent* bargain.
3. treacherous; obtained or performed by artifice.
Syn.—deceiving, cheating, deceptive, deceitful, dishonest.

fraud′ū·lent·ly, *adv.* by fraud; by deceit; by artifice or imposition; designedly.

fraught (frąt), *a.* [ME. *fraught*, *fraght*, a load, cargo, freight, from M.D. *vracht*, a load, cargo, freight; Dan. *fragt*; G. *fracht*, freight, load, lading.] laden; loaded; charged; freighted; filled (followed by *with*); as, a vessel *fraught with* goods, an enterprise *fraught with* danger.

fraught, *n.* a freight; a cargo. [Obs.]

fraught, *v.t.* to load; to fill; to crowd: used only in the past participle.

fraught′ăge, *n.* loading; cargo. [Obs.]

Fräu′lein (froi′līn), *n.*; *pl.* **Fräu′lein**, [G.] an unmarried woman: used in Germany as a title corresponding to *Miss*.

Fraun′hō·fēr līnes, [after Joseph von *Fraunhofer* (1787–1826), Bavarian optician, who first observed and mapped them accurately.] the dark lines visible in the solar spectrum.

frax′in, *n.* [L. *fraxinus*, ash, and *-in*.] a glucoside found in the bark of the common ash tree, *Fraxinus excelsior*.

frax·i·nel′lȧ, *n.* [Mod. L., dim. of L. *fraxinus*, ash tree.] a perennial plant of the rue family, with thick foliage and white flowers: also called *burning bush*, in reference to the fact that its vapor is inflammable on hot nights.

Frax′i·nus, *n.* [L., the ash tree.] a genus of deciduous trees, including the common ash and belonging to the olive family, *Oleaceæ*. The species inhabit the more temperate regions of the northern hemisphere. The common ash of Europe, *Fraxinus excelsior*, yields a heavy, compact wood of great value. Several American species including *Fraxinus americana*, the white ash, are also valuable for their timber.

Fraxinus excelsior
common ash

frāy, *n.* [abbrev. of *affray*.]
1. a noisy quarrel; a brawl; an affray.
2. a combat; a battle; also, a single combat or duel.
3. a contest; contention.

frāy, *v.t.* to terrify; to frighten. [Archaic.]

frāy, *v.i.* to quarrel or fight; to brawl. [Archaic.]

frāy, *v.t.* and *v.i.*; frayed, *pt.*, *pp.*; fraying, *ppr.* [OFr. *frayer*, *froyer*; It. *fregare*, from L. *fricare*, to rub.] to make or become worn or ragged by rubbing.

frāy, *v.t.* to defray. [Obs.]

frāy′ing, *n.* peel of a deer's horn.

fraz′zle, *v.t.* and *v.i.*; frazzled, *pt.*, *pp.*; frazzling, *ppr.* [Brit. dial. and U. S.; prob. from L.G.]
1. to wear or become worn to rags or tatters; fray. [Colloq.]
2. to make or become tired or exhausted. [Colloq.]

fraz′zle, *n.* 1. the state of being frazzled. [Colloq.]
2. a worn end; a shred. [Colloq.]

frēak, *n.* [Early Mod. Eng.; perh. via dial. from AS. *frician*, to dance; sense 3 from *freak of nature*, after L. *lusus naturæ*.]
1. a sudden fancy; odd notion; whim.

She is restless and peevish, and sometimes in a *freak* will instantly change her habitation.
—Spectator.

2. a whimsical nature; capriciousness.
3. any abnormal animal, person, or plant; monstrosity.
Syn.—whim, fancy, caprice, folly, sport, abnormality, monstrosity.

frēak, *a.* oddly different from what is usual or normal; queer; abnormal.

frēak, *v.t.* [ME. *fraken*, *freken*, to freckle.] to variegate; to checker; to fleck; to streak; to dapple. [Poet.]

Freaked with many a mingled hue.
—Thomson.

frēak, *n.* a fleck or streak. [Poet.]

frēak′ish, *a.* 1. apt to change the mind suddenly; whimsical; capricious.
2. having the nature of a freak; odd; queer.
Syn.—sportive, frisky, whimsical, fanciful, capricious, erratic.

frēak′ish·ly, *adv.* in a freakish manner.

frēak′ish·ness, *n.* capriciousness; whimsicalness.

frēak′y, *a.*; *comp.* freakier; *superl.* freakiest, freakish.

freck′le, *n.* [from ME. *freken*, *fraken*; Ice. *freknur*, a freckle.]
1. a small, yellowish-brown spot on the skin, especially on the face, neck, and hands, usually produced by the action of the sun.
2. any small spot or discoloration.

freck′le, *v.i.*; freckled, *pt.*, *pp.*; freckling, *ppr.* to acquire freckles; as, a skin that *freckles* easily.

freck′le, *v.t.* to cover or mark with freckles; as, the sun *freckled* his face badly.

freck′led (-ld), *a.* spotted; having small, yellowish-brown spots on the skin or surface; as, a *freckled* face or neck, a *freckled* cowslip.

freck′led-fāced (-fāst), *a.* having a face covered with freckles.

freck′led·ness, *n.* the state of being freckled.

freck′ly, *a.* full of freckles; sprinkled with spots.

fred′stōle, *n.* a frithstool. [Obs.]

free, *a.*; *comp.* freer; *superl.* freest, [ME. *free*, *freo*; AS. *freo*, *frio*, *frig*, free.]
1. (a) not under the control of some other person or some arbitrary power; able to act or think without com ... um, restriction; having li ... (b) characterized by ... erty.
2. (a) having, or exis ... ment that does not im ... tions on the right to ... tion, vote, etc.; having ... *free* people; (b) not un ... government.
3. able to move in any ...n; not held, as in chains, etc.; not kept from motion; loose.
4. not held or confined by a court, the police, etc.; acquitted.
5. not held or burdened by obligations, debts, discomforts, etc.; unhindered; unhampered; as, *free* from pain.
6. not confined to the usual rules or patterns; not limited by convention or tradition.
7. not literal; not exact; as, a *free* translation.
8. not held or confined by prejudice or bias.
9. able to choose for itself; not restricted by anything except its own limitations or nature; as, *free* will.
10. not busy; available for other work, use, etc.; as, what time will you be *free*?
11. ready; readily done or made; spontaneous; as, a *free* offer.
12. not constrained or stilted; smooth, easy, and graceful; as, a *free* gait.
13. (a) generous; liberal; lavish; as, a *free* spender; (b) profuse; abundant; copious.
14. frank; straightforward.
15. too frank or familiar in speech, action, etc.; forward; indecorous.
16. without cost or payment; gratis; as, a *free* ticket.
17. not liable to (trade restrictions, etc.); exempt from certain impositions, as, taxes or duties.
18. clear of obstructions; open and unimpeded; as, a *free* road ahead.
19. open to all; as, a *free* market, *free* port.
20. not in contact or connection; not fastened; as, the *free* end of a rope.
21. not united; not combined; as, *free* oxygen.
22. in nautical usage, not opposed; favoring; as, a *free* wind is a wind blowing from a direction more than six points from straight ahead.
23. in phonetics, designating a stress whose position varies in inflected forms of the same word.
free air; air existing without such restraint as is imposed by pressure or friction with the earth's surface; also, less broadly, all of the atmosphere more than 100 feet above the earth.
free alongside ship (or *vessel*); delivered to the dock with freight charges paid by the shipper: said of goods to be hauled by ship.
free and easy; without social restraint or conventionality; informal; unceremonious.
free bond; in chemistry, a unit of valence not employed in forming a compound.
free church; a church in which the sittings are free of charge.
Free Church of Scotland; a large body of Presbyterians that withdrew from the Church of Scotland in 1843, so as to be free from state control.
free city; a city that is an autonomous and independent state: Hamburg, Lübeck, and Bremen were called *free cities* in the Middle Ages because they had no feudal obligations except to the emperor.
free coinage; the system by which a government is legally required to coin for a person, either free or at cost, any gold, silver, or other specified metal that he brings to the mint.
free company; in the Middle Ages, any of the groups of mercenary soldiers (called *free companions*) who fought for whoever hired them.
Free French; in World War II, those Frenchmen who continued resistance against Germany and the French collaborationists after the surrender of France in 1940.
free from (or *of*); (a) lacking; without; (b) released or removed from; (c) beyond; outside of.
free gold; (a) formerly, gold in the United States Treasury above the amount needed to redeem gold certificates; (b) in mining, pure gold.
free goods; goods imported free of duty.