

# Salisbury Historic District Commission

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## Hearing Notification

**Hearing Date:** November 14, 2018

**Time:** 7:00 pm

**Location:** Government Office Building  
125 N. Division Street  
Salisbury, MD. 21804  
Room 301

**Case Number:** #18-34

**Commission Considering:** **Replacement Windows**

**Owner's Name:** Hudson Health Services

**Applicant Name:** Hudson Health Services

**Agent/Contractor:** Not Indicted

**Subject Property Address:** 316 Poplar Hill Ave

**Historic District:** Newtown Historic District

**Use Category:** Residential

**Chairman:** Mr. Scott Saxman

**HDC Staff contact:** Anne Roane  
City Planner  
(410) 548-3170

**Salisbury Historic District Commission**

207 W. Main St., Suite 102  
Salisbury, MD 21801  
(410) 341-9550 / fax (410) 341-3682

Permit Application  
\$25 Fee Received 10/29/18 (date)

Date Submitted to NSCC: 10-29-18

Case #: 18-34

Date Accepted as Complete by NSCC: 10-29-18

Action Required By (45 days): \_\_\_\_\_

Subject Location: 316 Poplar Hill Ave.

Owner Name: Hudson Health Svcs

Application by: Hudson Health Svcs.

Owner Address: 1805 Emerson Ave

Applicant Address: 1505 Emerson Ave Salisbury MD

Owner Phone: 410-219-9000 EXT 104

Applicant Phone: 410-219-9000 EXT 109

Work Involves:  Alterations  New Construction  Addition  Other \_\_\_\_\_  
 Demolition  Sign  Awning Estimated Cost \_\_\_\_\_

**DESCRIPTION OF WORK PROPOSED** (Please be specific. Attach sheet if space is inadequate) Type of material, color, dimensions, etc. must accompany application. If signs are proposed, indicate material, method of attachment, position on building, size and front lineal feet of building, size and position of all other signs on building, and a layout of the sign.

Replace 28 windows with vinyl replacement windows  
measurements and material attached

fixed window on front left side will remain

Are there any easements or deed restrictions for the exterior of this property? If yes, submit a letter from the easement holder stating their approval of the proposed work.  Yes  No

Do you intend to apply for Federal or State Rehabilitation Tax Credits? If yes, have you contacted Maryland Historical Trust staff?  Yes  No

If you have checked "Yes" to either of the above questions, please provide a copy of your approval letter from the Maryland Historic Trust along with this application.

**See Reverse Side for DOCUMENTS REQUIRED TO BE FILED WITH APPLICATION**

All required documents must be submitted to the Director, Dept. of Neighborhood Services & Code Compliance at least 30 days prior to the next public meeting. Failure to include all the required attachments and/or failure of the applicant or his/her authorized representative to appear at the scheduled meeting may result in postponement of the application until the next regular scheduled meeting. If an application is denied, the same application cannot be resubmitted for one year from date of such action. Please be advised that members of the Salisbury Historic District Commission or staff, may visit the subject property prior to the scheduled meeting date to familiarize themselves with the project.

The Salisbury Historic District Commission Rules and Regulations and Design Guidelines are available for review in the office of the Department of Neighborhood Services & Code Compliance for the City of Salisbury as well as on the city's website: [www.ci.salisbury.md.us](http://www.ci.salisbury.md.us).

I, or my authorized representative, will appear at the meeting of the Salisbury Historic District Commission on November 14 2018 (date).

I hereby certify that the owner of the subject premises has been fully informed of the alterations herein proposed and that said owner is in full agreement with this proposal.

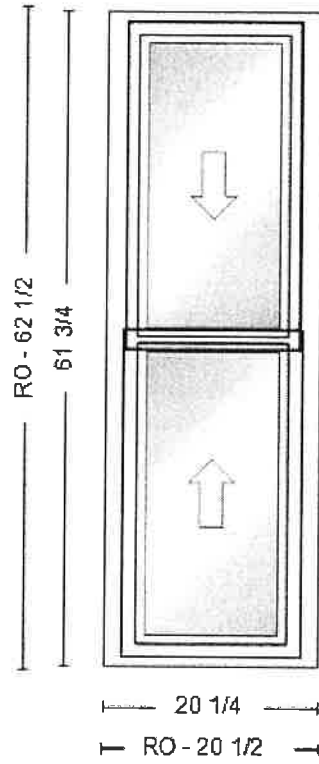
Applicant's Signature Kelly Pugh Date 10/29/18

Remarks: Brittney Bon 10/29/18 Application Processor (Date)  
Anne Boone 11.2.18 Secretary, S.H.D.C. (Date)

Item #	Item Description	Room Location	Unit Price	Qty	Total Price
1000-1	70 Series Buck Pro Double-Hung-8601 Equal Sash , AA , 20.25 x 61.75 , White / White	-	\$235.41	4	\$941.64



Catalog Version 111



Item #	Item Description	Room Location	Unit Price	Qty	Total Price
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900-1 70 Series Buck Pro Double-Hung-8601 Equal Sash , AA ,  
28.5 x 58.25 , White / White

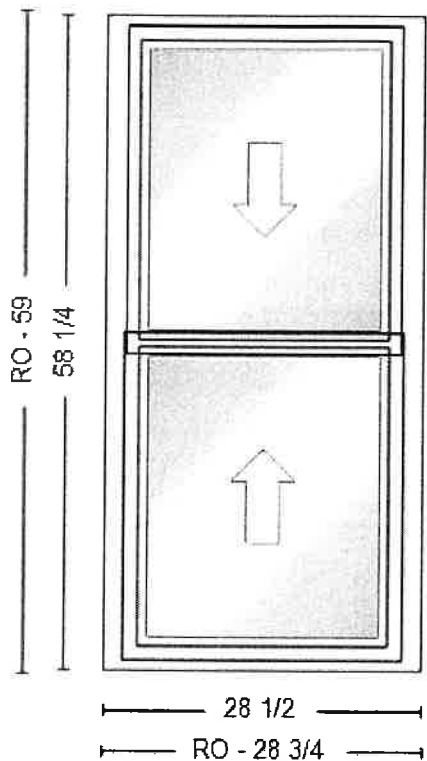
\$235.41

1

\$235.41



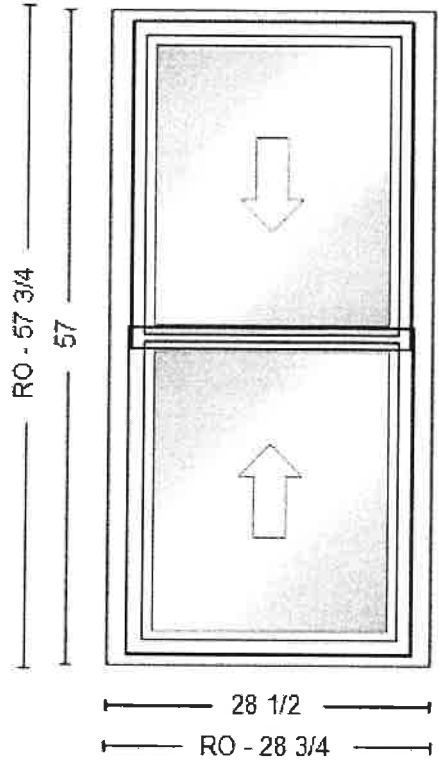
Catalog Version 117



Item #	Item Description	Room Location	Unit Price	Qty	Total Price
800-1	70 Series Buck Pro Double-Hung-8601 Equal Sash , AA , 28.5 x 57 , White / White	-	\$235.41	2	\$470.82



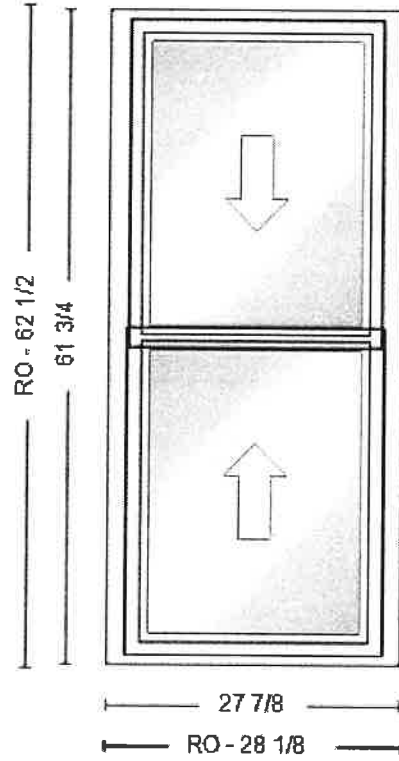
Catalog Version 111



Item #	Item Description	Room Location	Unit Price	Qty	Total Price
700-1	70 Series Buck Pro Double-Hung-8601 Equal Sash , AA , 27.875 x 61.75 , White / White	-	\$235.41	1	\$235.41



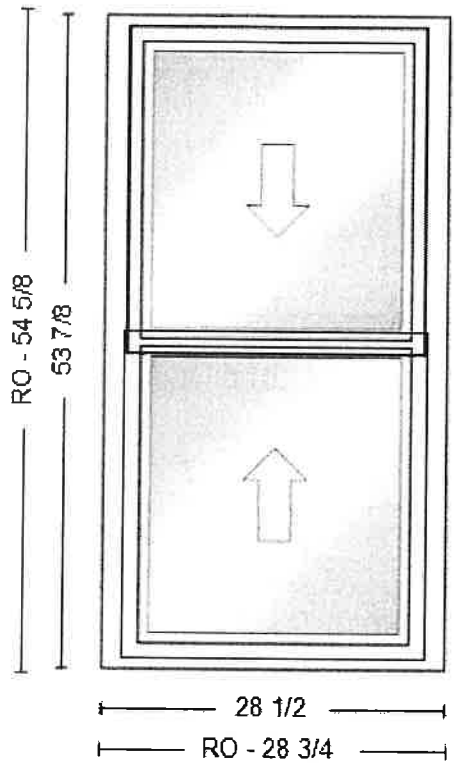
Catalog Version 111



Item #	Item Description	Room Location	Unit Price	Qty	Total Price
600-1	70 Series Buck Pro Double-Hung-8601 Equal Sash , AA , 28.5 x 53.875 , White / White		\$235.41	2	\$470.82



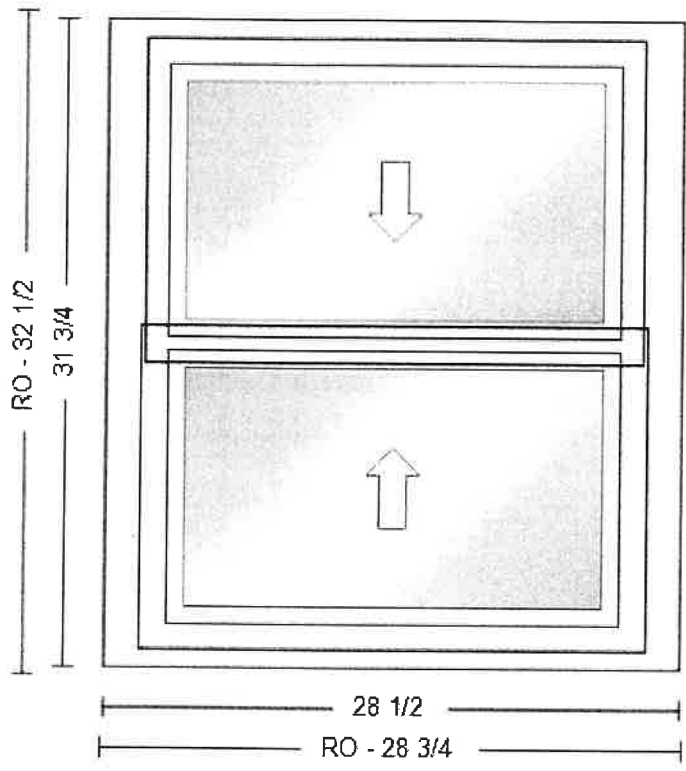
Catalog Version 111



Item #	Item Description	Room Location	Unit Price	Qty	Total Price
500-1	70 Series Buck Pro Double-Hung-8601 Equal Sash , AA , 28.5 x 31.75 , White / White	-	\$211.15	3	\$633.45



Catalog Version: 110



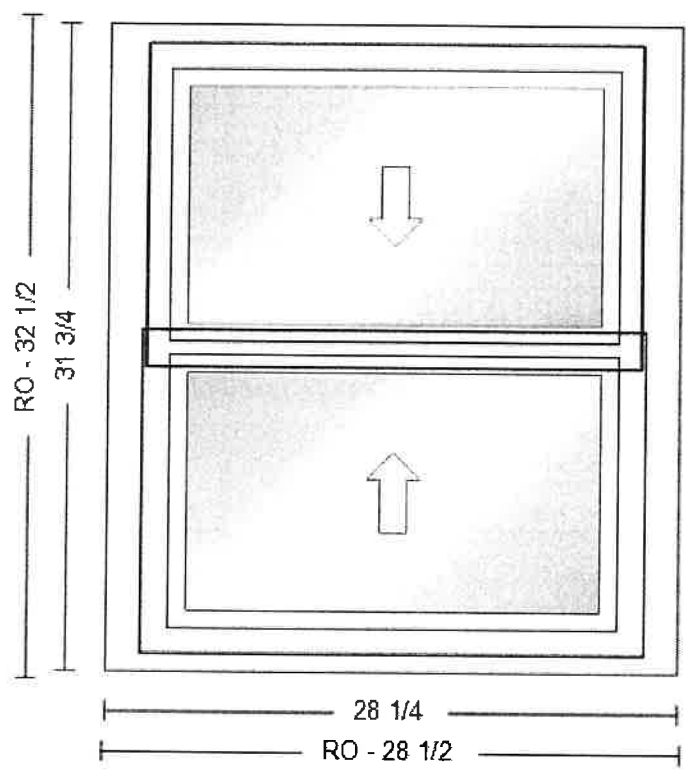


Item #	Item Description	Room Location	Unit Price	Qty	Total Price
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400-1	70 Series Buck Pro Double-Hung-8601 Equal Sash , AA , 28.25 x 31.75 , White / White	-	\$211.15	1	\$211.15
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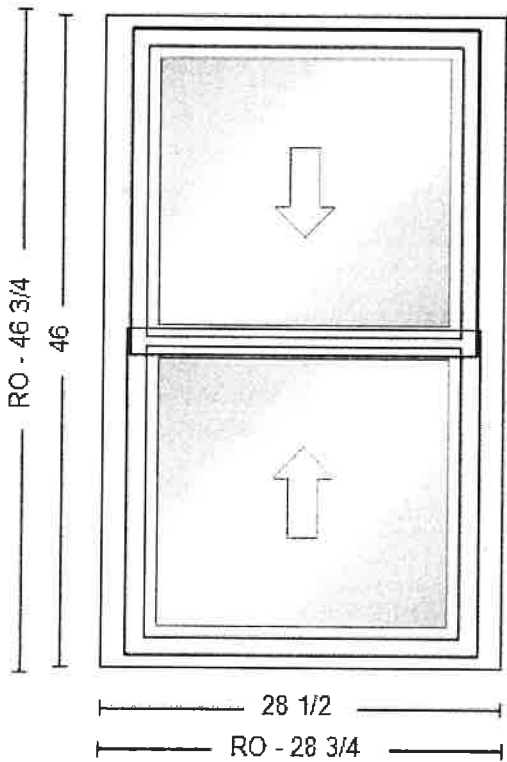
Catalog Version 111



Item #	Item Description	Room Location	Unit Price	Qty	Total Price
300-1	70 Series Buck Pro Double-Hung-8601 Equal Sash , AA, 28.5 x 46 , White / White	-	\$211.15	2	\$422.30



Catalog Version 111

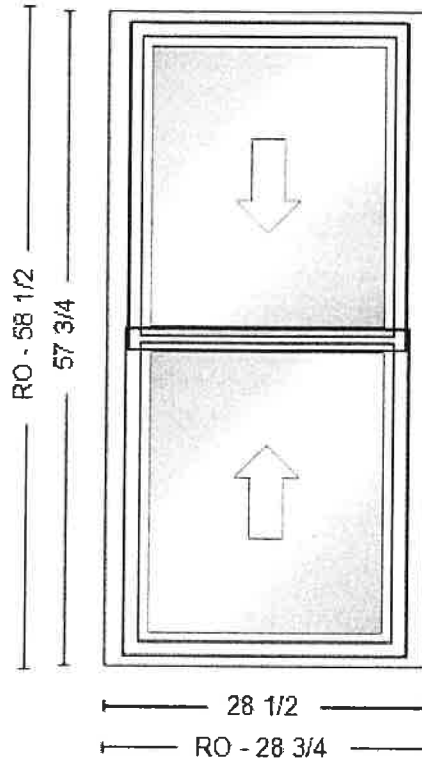


Item #	Item Description	Room Location	Unit Price	Qty	Total Price
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200-1	70 Series Buck Pro Double-Hung-8601 Equal Sash , AA , 28.5 x 57.75 , White / White	-	\$235.41	6	\$1,412.46
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Catalog Version 111

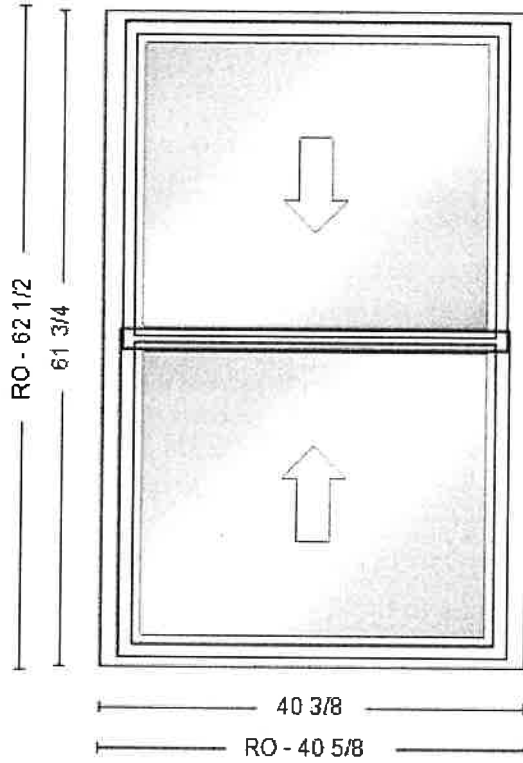


Item #	Item Description	Room Location	Unit Price	Qty	Total Price
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1100-1	70 Series Buck Pro Double-Hung-8601 Equal Sash , AA , 40.375 x 61.75 , White / White		\$262.01	2	\$524.02
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Catalog Version 111









316 POPLAR HILL



*front porch*



R - 1st floor window







R- first floor middle



R-side first floor far window



L - first floor 1st window





L-side first floor 2<sup>nd</sup> window



L-side first floor 3<sup>rd</sup> window



*L-side first floor Back Windows*





Back - 15<sup>th</sup> floor window to Right



Back 11 1st floor window to the left





2<sup>nd</sup> floor front Right window



front 2<sup>nd</sup> floor window to the left



front + top window





R-side second floor 1<sup>st</sup> window



R-side 2<sup>nd</sup> floor middle window



R-side 2<sup>nd</sup> floor last window





*R-side attic window*



L-Side 2<sup>nd</sup> floor 1<sup>st</sup> window





L-side 2<sup>nd</sup> floor 2<sup>nd</sup> window



L-side 2<sup>nd</sup> floor 3<sup>rd</sup> window



*L-side attic window*





Back 2<sup>nd</sup> floor Right side window

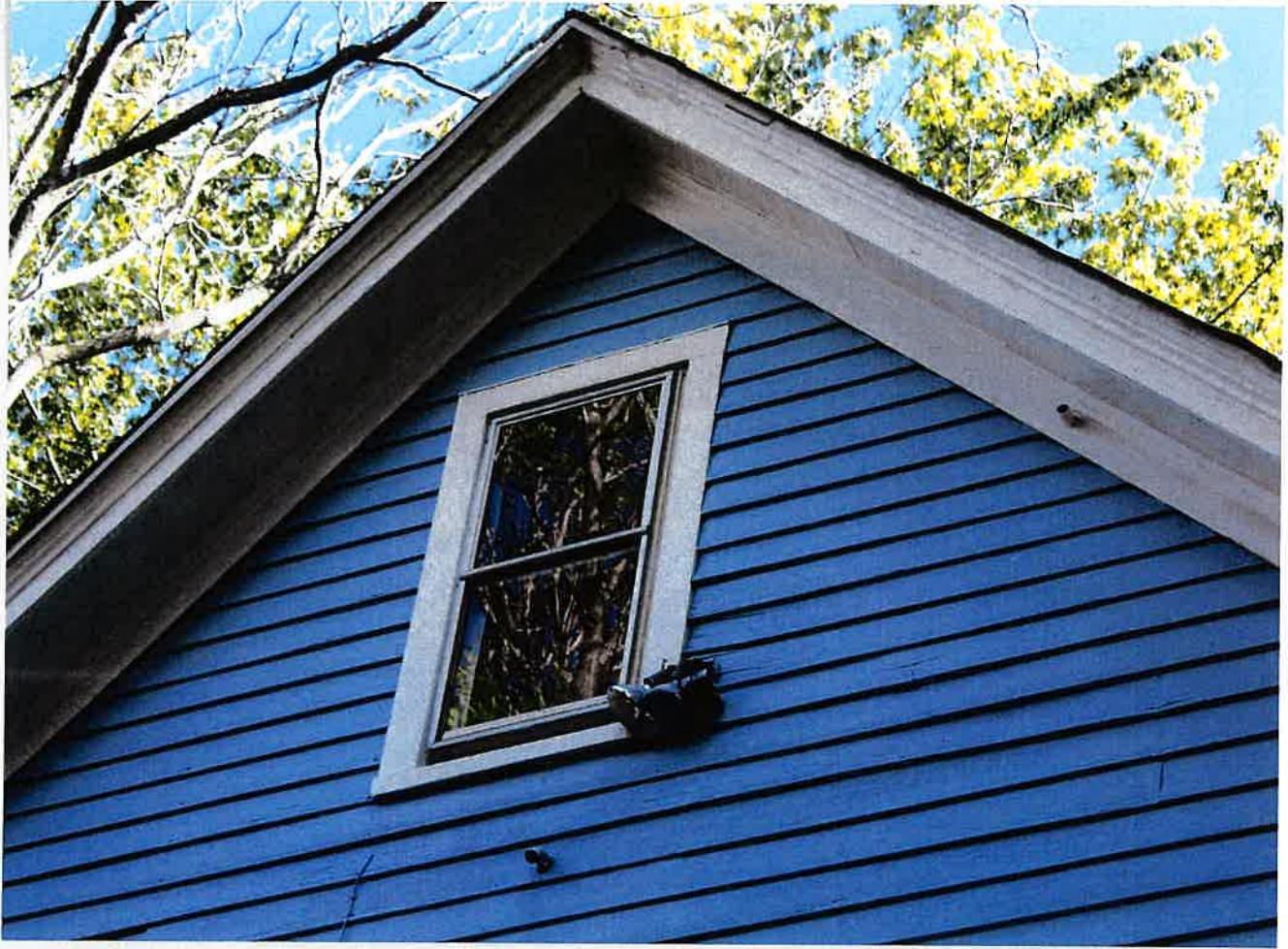


2<sup>nd</sup> floor Back Right window



Back 2<sup>nd</sup> floor left window





*Back attic window*



*House left of property*





House Right side of property



## Limited Lifetime Warranty Residential Vinyl Windows and Patio Doors

1. Subject to the terms and conditions stated herein, the manufacturer warrants to the Original Purchaser that under the conditions of normal use and service, all window and/or patio door products, including mechanical parts and insulated glass, will be free from the following defects in material and workmanship for the lifetime of the product:

- a) Vinyl products will be free from blistering, peeling, flaking, rotting or corrosion.
- b) There will be no material obstruction of vision on the internal surfaces of the insulated glass unit caused by sealant failure of the insulated glass unit.
- c) Component parts will be free from any and all manufacturing defects.

In the event that the Original Purchaser experiences a problem with respect to any of the defects set forth in Section 1a, b or c above, a new replacement part will be provided upon receipt of the original part or validation of the complaint. The manufacturer reserves the right to require return of the defective part(s).

2. The warranties described above cover only manufacturing defects and do not include defects or damages caused by, or as the result of, any of the following circumstances:

- a) The improper installation or use of the product or products by the Original Purchaser, his agents, assigns or invitees.
- b) The improper application or use of the product.
- c) The occurrence of accidents, vandalism, fire, floods, acts of God including, but not limited to, earthquakes and hurricanes.
- d) Any modification or alteration to the product.
- e) The failure to perform reasonable and necessary maintenance on the product or products.
- f) The neglect, abuse, improper handling and/or improper storage of the product.
- g) Exposure of the product to excessive heat and/or cold beyond naturally occurring conditions.
- h) Stresses caused by building defects or settlement or movement of the structure in which it was installed.
- i) The application of harmful cleaning solutions or products including, but not limited to, acetone, petroleum products or abrasive compounds.
- j) Misalignment of grilles/muntins of 1/8" or less from appropriate position.
- k) Slight fading and/or color variations caused by normal aging or weathering.
- l) Torn or ripped screens for any cause whatsoever.
- m) The improper removal of any permanent warning or identification labels from the product or products.
- n) The rusting or corrosion of non-vinyl products or components due to the close proximity to coastal areas unless the product is composed of appropriate stainless steel or other non-corrosive hardware.
- o) Installation of the product or products outside of the 48 contiguous United States.
- p) Any inappropriate or unintended use or uses of the product including, but not limited to, any commercial use.

3. With respect to insulated glass product, the above warranties cover only manufacturing defects related to the insulated glass unit and does not include defects or damages caused by, or as the result of, the following circumstances:

- a) Minor blemishes in the glass that do not significantly impair the structure or vision through the glass including glass curvature.
- b) Color variation or variations of the glass.
- c) Glass breakage for any cause or any reason.
- d) Subjection to stresses arising from glass surface temperature differentials or caused by building settlement or movement.
- e) Condensation on the external surfaces of the window and/or glass, which may occur as the natural result of humidity and interior/external temperature differentials.

- f) The transportation or installation of the glass product or products at altitudes in excess of 3,500 feet above or below point of manufacture unless equipped with capillary or breather tubes.
- g) The very gradual, natural migration of inert gas infills used in insulated glass units.
- h) Improper application, alteration, modification, or use of the insulated glass units, including the application of aftermarket films.
4. For quality assurance purposes, all window and patio door products should be inspected by the Original Purchaser prior to, or at the time of installation or upon transfer of title to the Original Occupant.
5. Commercial Applications - If the products are installed in a building operated as a multi-family dwelling or used for commercial purposes or rental properties such as schools, houses of worship, apartment complexes, government owned structures, office buildings, etc., then this Warranty will be limited to ten (10) years on all materials and will not be transferable.
6. The warranties set forth above are expressly in lieu of all other expressed warranties and of all other obligations or liabilities on the manufacturer's part. The manufacturer neither assumes, nor authorizes any other person to assume for the manufacturer, another liability in connection with the sale of the product. The warranties as described herein are the exclusive remedies for breach. There are no warranties that extend beyond the description on the face of this document. The manufacturer makes no warranty whatsoever with respect to accessories or parts not supplied by the manufacturer.
7. The warranties cover materials only and the manufacturer does not assume any expense or responsibility involved with the removal and/or reinstallation of any replacement parts. The manufacturer's obligation under the warranties is expressly limited to, at the manufacturer's option, replacement or repair of any defective part or component. The manufacturer reserves the right to discontinue the model or models manufactured under these warranties. Any discontinued parts or components may be replaced with an equivalent part at the sole discretion of the manufacturer. The manufacturer is not responsible for any color variation in the replacement part or component. The manufacturer is not responsible for any window which has been modified in any manner to accommodate an alarm system which may be attached to the product nor is it responsible for the reconnecting of the window to the alarm system. The manufacturer reserves the right to inspect any and all defects in the field. Field visitation(s) may result in service charges for non-warranty site surveys.
8. Under no circumstances is the manufacturer liable for consequential, exemplary or special damages including, but not limited to, damage or loss of other property or equipment.
9. Some states do not allow limitations on how long an implied warranty lasts and/or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. These warranties give you specific legal rights and you may also have other rights which vary from state to state.
10. ELIGIBILITY REQUIREMENTS: Enforceability of the warranties set forth above are limited to the Original Purchaser. The term "Original Purchaser" as used in the warranties means:
- That individual, individuals or entity which took original title to the premises or are the original occupants of the structure in which the product was installed.
- Any inquiry with respect to the product must be made in writing and include the Original Purchaser's name, address, date of purchase, product information from the product label and daytime as well as evening telephone numbers.
- All claims and/or inquiries should be forwarded to the following address: American Craftsman Window & Door Company  
Attn: Warranty/Registration Department  
P.O. Box 6029  
North Brunswick, New Jersey 08902-6029
11. NON-TRANSFERABILITY: The warranties described above are non-transferable and limited to the Original Purchaser as described in Section 10 above.
12. If any part of the warranties described above are void or unenforceable in any State of the United States, the remaining portions will nonetheless continue in full force and effect.

# Salisbury Historic District Commission

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## STAFF FINDINGS

**Meeting Date: November 14, 2018**

**Case Number:** 18-33

**Commission Considering:** Replacement Windows

**Owner's Name:** Hudson Health Services  
**Owner's Address:** 1505 Emerson Ave  
Salisbury, MD 21801

**Applicant Name:** Hudson Health Services

**Agent/Contractor:** Not Indicated

**Subject Property Address:** 316 Poplar Hill Avenue

**Historic District:** Newtown Historic District

**Use Category:** Residential

**Zoning Classification:**

**Structure / Site Description:**

**Built Date:** 1920

**Enclosed Area:**

**Lot Size:** 5,700 sq ft

**Number of Stories:** 2

**Contributing Structure:** Yes, 3/24/2010

**Wicomico County Historic Survey on file:** No

**Nearby Properties on County Survey:** Yes

Including but not limited to:

- 310 Poplar Hill Avenue
- 329-33 Poplar Hill Avenue



**Relevant Historic, Archeological and Architectural Significant Features of the Surrounding Area:**

The Newtown Historic District is a mid-19<sup>th</sup> to early-20<sup>th</sup> century unplanned residential community located just north of U.S. Route 50 in the City of Salisbury. Most structures within the area are in residential use with the exception of a few churches on the southern end and some commercial space along Route 13. Structures in Newtown are large in scale and placed fairly close together. They are typically frame, two-and-a-half stories in height and three to five bays wide. Most structures have full length or wraparound porches. The structures represent an eclectic mix of mid-19\* to early-20" century building types and styles including four squares, Greek Revival, Queen Anne, Shingle style, and Colonial Revival buildings. The neighborhood maintains integrity of location, design, setting, materials, association and feeling.

**Recent Area Approvals:**

**201 E William Street- Approved as submitted; Deck addition (8/22/18)**

**Neighboring Properties which have been deemed Contributing/Non-Contributing:**

House #	Street Name	Hearing Date	Contributing	Non-Contributing
501-503	Poplar Hill Avenue	10/26/2011	X	
214	E Isabella Street	11/16/2016	X	

**Explanation of Request:** The applicant is requesting the Salisbury Historic District Commission to approve the request to replace 28 windows with vinyl.

**Areas of Historic Guidelines to be considered:**

***Guideline 51: Replacement Windows for Residential Properties pg. 116***

- a. Where window replacement is necessary, the new window should match the historic window in size, type, glazing pattern, and profile.
- b. The number of window panes and the approximate muntin and mullion profile should match the historic window.
- c. Removable, snap-in, or “between the glass” muntins are not historically appropriate.
- d. Maintain the historic window opening size and surrounding trim.
- e. Do not alter the size of the historic window opening to accommodate larger or smaller windows.
- f. Do not remove or cover surrounding trim, including wood and masonry details.

- g.** Maintain the window type. For example, do not replace double-hung windows with new casement windows, or replace casement windows with fixed windows.

**Evaluation Criteria:**

Pursuant to Section 17.52.040 A & B of the Salisbury Zoning Code, it is the duty of the Historic District Commission to review all applications to construct, alter, reconstruct, move or demolish any structure within a Historic District whenever the exterior appearance of such structure is affected, and to approve or reject said application. In reviewing an application and plans, the Commission should give consideration to review criteria, and may make a determination as to which of said Criteria are applicable.

Staff Findings Prepared By: Brittney Brown  
Infrastructure and Development  
125 N Division Street, Suite 202  
Salisbury, MD 21801  
(410) 548-3170  
Date: November 2, 2018

Real Property Data Search

Search Result for WICOMICO COUNTY

<a href="#">View Map</a>	<a href="#">View GroundRent Redemption</a>	<a href="#">View GroundRent Registration</a>	
<b>Tax Exempt:</b>		<b>Special Tax Recapture:</b>	
<b>Exempt Class:</b>		NONE	
<b>Account Identifier:</b>		<b>District - 05 Account Number - 006651</b>	
Owner Information			
<b>Owner Name:</b>	STAPLES WILLIAM R STAPLES KRISTIN A	<b>Use:</b>	RESIDENTIAL
<b>Mailing Address:</b>	316 POPLAR HILL AVE SALISBURY MD 21801-4277	<b>Principal Residence:</b>	YES
		<b>Deed Reference:</b>	/02981/ 00293
Location & Structure Information			
<b>Premises Address:</b>	316 POPLAR HILL AVE SALISBURY 21801-0000	<b>Legal Description:</b>	5,700 SQ FT 316 POPLAR HILL AVE CITY OF SALIS
<b>Map:</b>	<b>Grid:</b>	<b>Parcel:</b>	<b>Sub District:</b>
0107	0009	0784	
			<b>Subdivision:</b>
			0000
			<b>Section:</b>
			<b>Block:</b>
			<b>Lot:</b>
			<b>Assessment Year:</b>
			2019
			<b>Plat No:</b>
			<b>Plat Ref:</b>
<b>Special Tax Areas:</b>		<b>Town:</b>	
		SALISBURY	
		<b>Ad Valorem:</b>	
		<b>Tax Class:</b>	
<b>Primary Structure Built</b>	<b>Above Grade Living Area</b>	<b>Finished Basement Area</b>	<b>Property Land Area</b>
1920	2,004 SF		5,700 SF
<b>County Use</b>			
<b>Stories</b>	<b>Basement</b>	<b>Type</b>	<b>Exterior</b>
2	NO	STANDARD UNIT	FRAME
			<b>Full/Half Bath</b>
			2 full
			<b>Garage</b>
			1 Detached
			<b>Last Major Renovation</b>
Value Information			
	<b>Base Value</b>	<b>Value</b>	<b>Phase-in Assessments</b>
		As of	As of
		01/01/2016	07/01/2018
			As of
			07/01/2019
<b>Land:</b>	16,200	16,200	
<b>Improvements</b>	66,700	66,700	
<b>Total:</b>	82,900	82,900	82,900
<b>Preferential Land:</b>	0		
Transfer Information			
<b>Seller:</b>	STAPLES, WILLIAM R &	<b>Date:</b>	11/12/2008
<b>Type:</b>	NON-ARMS LENGTH OTHER	<b>Deed1:</b>	/02981/ 00293
		<b>Deed2:</b>	
<b>Seller:</b>	DROPPA, EMIL W	<b>Date:</b>	03/14/2007
<b>Type:</b>	ARMS LENGTH IMPROVED	<b>Deed1:</b>	/02759/ 00458
		<b>Deed2:</b>	
<b>Seller:</b>	PLUS PROPERTIES, LLC	<b>Date:</b>	05/26/1999
<b>Type:</b>	NON-ARMS LENGTH OTHER	<b>Deed1:</b>	/01681/ 00223
		<b>Deed2:</b>	
		<b>Price:</b>	\$0
		<b>Price:</b>	\$170,000
		<b>Price:</b>	\$57,000
Exemption Information			
<b>Partial Exempt Assessments:</b>	<b>Class</b>		
		07/01/2018	07/01/2019
<b>County:</b>	000	0.00	
<b>State:</b>	000	0.00	
<b>Municipal:</b>	000	0.00	0.00
<b>Tax Exempt:</b>		<b>Special Tax Recapture:</b>	