

Town of Milton
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**TOWN OF MILTON
PRESS RELEASE**

On May 15, 2017, the ACLU Foundation of Delaware filed a lawsuit against the Town on behalf of a resident, Penny Nickerson. The ACLU challenged the Town's sign ordinance as it relates to residential lots. The Town believed that its laws were compliant with both the spirit and language of a recent decision of the United State Supreme Court which governed sign code language and so it defended against the Ms. Nickerson claims. Ultimately, the parties discussed and came to agreement on changes in the language of the sign ordinance for signs on residential lots.

On September 11, 2017, following receipt of advisory reports from the Milton Planning and Zoning Commission and a public hearing, the Mayor and Council of the Town of Milton unanimously passed ordinances that revised the Town Code. In general, the revisions eased the administration and promoted the residents' and property owners' ability to express their views through signs, while still serving the ordinances' purposes such as avoiding obstructed views, distracted motorists, and tripping hazards. Specifically, the ordinances eliminated categories of signs, including real estate signs, contractor signs, and announcement signs. Instead, a lot may display four temporary signs at any given time without regard to content, as long as the signs adhere to size and location restrictions. Additionally, the restriction on signs judged offensive by Planning and Zoning Commission was revised to reflect the definition of obscenity from the Delaware Code. Finally, the changes allow a sign owner to substitute a noncommercial message for any other noncommercial or commercial message.

Since the passage of the Town ordinances addressed all issues raised by Ms. Nickerson with the sign ordinance, and based upon the advice of counsel, the Town has agreed to settle with her. The settlement was entered into to prevent additional time and legal costs and should not be construed as an admission of liability of the part of the Town.