

Bond Case Briefs

Municipal Finance Law Since 1971

CONTRACTS - RHODE ISLAND

Coccoli v. Town of Scituate Town Council

Supreme Court of Rhode Island - June 8, 2018 - A.3d - 2018 WL 2760303

Purchaser of property brought pro se action against town council for promissory estoppel and breach of oral contract, breach of confidentiality pertaining to proprietary information, tortious interference with a contract, and fraudulent misrepresentation.

The Superior Court granted council's motion for summary judgment, and subsequently denied purchaser's motion to vacate entry of summary judgment. Purchaser appealed.

The Supreme Court of Rhode Island held that:

- Memorandum of understanding between town council and purchaser regarding sewer connection was binding contract; but
- Town council did not tortiously interfere with purchaser's alleged contract to purchase property from bankruptcy receiver; and
- Purchaser failed to present scintilla of evidence of any representation from town that induced him to engage in environmental cleanup on property, or of his detrimental reliance upon such representation, as required for purchaser to state claim for fraudulent misrepresentation.

Memorandum of understanding between town council and property owner regarding sewer connection was binding contract, where council voted to approve sewer connection by consent agreement, contingent upon receiving memorandum, town and property owner's legal counsel thereafter prepared detailed memorandum that was drafted on letterhead of town's solicitor, signed by town council's president and property owner, notarized, adorned with official town seal, and recorded in land evidence records, and after memorandum was executed, property owner spent approximately \$2 million to begin infrastructure and engineering on redevelopment project, in furtherance of memorandum.