

RETURN DATE: December 14, 2010  
DOCKET NO.:

THE METROPOLITAN DISTRICT	:	SUPERIOR COURT
Plaintiff,	:	
	:	JUDICIAL DISTRICT OF HARTFORD
	:	AT HARTFORD
V.	:	
	:	
	:	
CONNECTICUT RESOURCES RECOVERY	:	
AUTHORITY	:	
Defendant.	:	NOVEMBER 30, 2010

**SUMMONS**

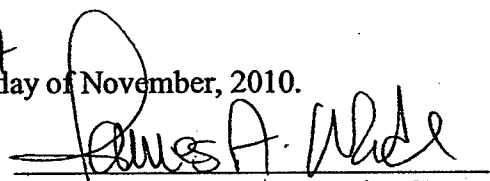
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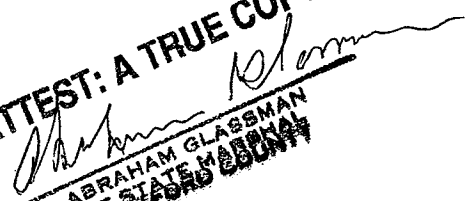
BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to summon the Defendant in the foregoing action, Connecticut Resource Recovery Association to appear before a judge of the Superior Court at the place and time specific in the foregoing Order, then and there to show cause why a temporary injunction should not issue against them as prayed for in the foregoing Verified Complaint and Application, by serving in the manner provided by statute for the service of process a true and attested copy of the foregoing Writ and Verified Complaint, Application, Order, and this Summons on the Defendants on or before

\_\_\_\_\_

Hereof fail not but due service make and return.

Dated at Hartford, Connecticut, this 30<sup>th</sup> day of November, 2010.

  
\_\_\_\_\_  
Commissioner of the Superior Court

**ATTEST: A TRUE COPY**  
  
\_\_\_\_\_  
ABRAHAM GLASSMAN  
CLERK OF THE SUPERIOR COURT  
HARTFORD COUNTY

RETURN DATE: December 14, 2010  
DOCKET NO.:

THE METROPOLITAN DISTRICT  
Plaintiff,

V.

CONNECTICUT RESOURCES RECOVERY  
AUTHORITY  
Defendant.

: SUPERIOR COURT  
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: JUDICIAL DISTRICT OF HARTFORD  
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: AT HARTFORD  
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: NOVEMBER 30, 2010

**VERIFIED COMPLAINT**

The Metropolitan District (“MDC”), brings this verified complaint to address the immediate wrongs occasioned by the unfair, unscrupulous, bad faith conduct of the Connecticut Resources Recovery Authority (“CRRA”), with regard to the policies, procedures and selection process it has employed to award a successor contract to the contract currently held by the MDC for the operation and management of the Waste Processing Facility portion of the Mid-Connecticut Resource Recovery Project (“Mid-Connecticut Project”). The MDC bring this action at the present time because CRRA has indicated that it does not consider the MDC qualified to operate Project—in derogation of its past statements—and, on information and belief, is about to disqualify the MDC from the selection process, thereby excluding it from consideration for the contract, in violation of

the Connecticut Unfair Trade Practices Act, Article I, Sections 8 and 10 of the Connecticut Constitution, and principles of Promissory Estoppel, Negligent Misrepresentation, and Fraudulent Misrepresentation.

### **JURISDICTION AND PARTIES**

1. MDC is a specially-chartered, municipal corporation established by the State of Connecticut, General Assembly through Special Act 511 in 1929. The MDC's principal place of business is 555 Main Street, Hartford, Connecticut.

2. CRRA is a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, established and created for the performance of an essential public and governmental function by Conn. Gen. Stat. § 22a-261. CRRA's principal place of business is 100 Constitution Plaza, Hartford, Connecticut.

3. Venue is proper in the judicial district of Hartford because both parties have their principal places of business within the district and the actions giving rise to the causes of action alleged herein occurred within the district.

### **FACTUAL ALLEGATIONS**

#### **Relationship of the Parties and Description of the Process**

4. In 1984, the MDC and CRRA entered into a long-term agreement ("MDC Contract"), by which the MDC would operate the Waste Processing Facility portion of the Mid-Connecticut Project for a period of 27 years. This contract terminates on December 31, 2011.

5. Historically, the MDC operated the Waste Processing Facility portion of the Mid-Connecticut Project and was responsible for, among other things, the collection, transport, acceptance, and processing of solid waste from over 70 CRRA member municipalities.

6. Once the waste is processed at the Waste Processing Facility, it is moved by conveyor to the Power Block Facility portion of the Mid-Connecticut Project where it is converted into useable energy. The Power Block Facility is operated by Covanta Energy Corporation ("Covanta"), which has offices in New Jersey, the United Kingdom and Shanghai.

7. Covanta has never operated the Waste Processing Facility and MDC has never operated the Power Block Facility.

8. On information and belief, Covanta's contract for the operation of the Power Block Facility terminates in December 2011.

9. The MDC Contract gives CRRA the option to renew the MDC Contract for an additional 20-year period at CRRA's sole discretion. CRRA has unilaterally chosen not to renew and has refused to negotiate in good faith.

10. Instead, CRRA intends to combine the operation of the Waste Processing Facility and the Power Block Facility under one operator.

11. On information and belief, no studies or analysis have been performed to determine if a single operator system is in the public interest and, to date, no member towns have signed

municipal service agreements with CRRA to provide the waste necessary to operate the Mid-Connecticut Project after the termination of the MDC Contract.

12. In September 2009, CRRA issued "Request for Qualifications 10-OP-002" ("RFQ"), requesting the submission of Statements of Qualifications from entities interested in taking over the operations, management and oversight of the entire Mid-Connecticut Project, including both the Waste Processing Facility and the Power Block Facility. The deadline for submitting responses to the RFQ was November 4, 2009.

13. Section 4.5.1 of CRRA's Procurement Policies and Procedures ("Policies and Procedures") authorizes CRRA to issue RFQs.

14. Section 4.5.1 does not include any reference to prequalification, standards for prequalifying certain entities, exemption for the qualification process, or standard for granting exemptions from the RFQ process.

15. The RFQ provides, in part, that following CRRA's review of the responses to the RFQ, CRRA may invite those responding entities that it has determined to be best qualified to operate and maintain the Mid-Connecticut Project to continue the solicitation process by responding to a forthcoming request for proposals (RFQ Section 6(b)).

16. By way of a letter dated September 29, 2009, CRRA specifically exempted the MDC from submitting a Statement of Qualifications pursuant to the RFQ, stating that "...because CRRA has worked with the Metropolitan District Commission (MDC) for many years and is familiar with

the MDC organization and its capabilities as they relate to the operation of the Waste Processing Facility (WPF), CRRA will not require the MDC to submit a SOQ. Therefore, CRRA considers the MDC eligible to submit a bid in response to the Request for Bids and Proposals (RFBP) when it is issued early next year.”

17. CRRA did not refer to any sections of the Policies and Procedures in its September 29, 2009 letter exempting the MDC from the RFQ process.

18. In reliance on CRRA’s letter, the MDC did not submit a Statement of Qualification before the November 4, 2009 deadline for doing so.

19. On May 6, 2010, CRRA issued “Request for Bids and Proposals No. 10-OP-012” (“RFBP”). The MDC was invited to respond to the RFBP, and submitted its bid and proposal on September 9, 2010 (“Submission”).

20. Prior to the deadline for submitting responses to the RFBP, CRRA, in response to a written question posed by the MDC, issued a written statement in which it asserted, contrary to its letter of September 29, 2009, that it did not prequalify the MDC.

21. On information and belief, CRRA received, accepted, opened, read and evaluated the MDC’s Submission.

22. On October 28, 2010, at a meeting called by CRRA to discuss MDC’s Submission, CRRA indicated that it had not prequalified the MDC to manage and operate the Mid-Connecticut

Project. Further, at said meeting, CRRA requested information from MDC with respect to its knowledge, capabilities and experience in operating the Power Block Facility, even though the qualification process had been completed as of November 4, 2009.

23. On information and belief, CRRA is about to disqualify the MDC from consideration for the new Mid-Connecticut Project contract based on its changed position that the MDC is not qualified to operate the Mid-Connecticut Project despite the fact that CRRA specifically exempted the MDC from the RFQ process based on its qualifications, and CRRA received, accepted, opened, read and evaluated the MDC's Submission.

24. If CRRA makes a determination that the MDC is not qualified to operate the Mid-Connecticut Project without the benefit of the MDC's Statement of Qualification, the MDC will be deprived of the opportunity to fully present its qualifications to CRRA; and CRRA, by the terms of its solicitation process, will be precluded from considering the merits of the Submission in its entirety.

25. For example, although the MDC has only operated the Waste Processing Facility, it has partnered with an entity that has significant experience operating facilities similar to the Power Block Facility. By exempting the MDC from the RFQ process and inducing MDC not to file a Statement of Qualifications, and thereafter apparently changing its position on MDC's qualification to respond to the RFBP after it received, accepted, opened, read and evaluated the MDC's Submission, CRRA has deprived the MDC of its right to fully participate in the process and to present its more than adequate qualifications.



26. As a result, the MDC has been and continues to be harmed in the RFPB process because it has been denied the opportunity to fully participate in the process and to present its qualifications to CRRA and, as a result, is in jeopardy of being deemed formally disqualified from further participation in the solicitation process.

27. The MDC's imminent disqualification is likely to cause irreparable harm because, once disqualified, the MDC cannot be considered for award of the new contract and, once that event occurs, there is no adequate remedy at law capable of restoring the MDC to the position it would have been in but for CRRA's actions.

#### CRRA's Policies and Procedures

28. Conn. Gen. Stat. § 22a-268 requires CRRA to promulgate policies and procedures for the bidding of contracts, including issuing standards for determining when certain contracts should be awarded on a competitive bidding or competitive negotiation basis.

29. Although CRRA is empowered by statute to employ either a competitive bidding or competitive negotiation process, Conn. Gen. Stat. § 22a-266(c) provides that, when CRRA determines that a contract for facility management be awarded on "other than a competitive bidding basis," certain notice and hearing procedures be followed. Specifically, Conn. Gen. Stat. § 22a-266(c) provides that the "directors shall, at least sixty days prior to the award date, pass a resolution expressing their intent to award and shall within ten days cause a copy of such resolution to be printed in one daily and one weekly newspaper published within the State. Thereupon, interested

parties who so desire may, within thirty days, petition the directors with respect to such contract and offer evidence in extenuation. . . .”

30. The Policies and Procedures promulgated by CRRA do not provide any standards or guidelines for determining when a contract should be awarded on a competitive bidding basis or competitive negotiation basis.

31. Section 5.6 of the Policies and Procedures requires that all contracts for facility management shall be procured through a “Competitive Process subject to the provisions of Section 4.5.2. . .” and in accordance with Conn. Gen. Stat. 22a-266(c).

32. “Competitive Process” is defined in the Policies and Procedures as “a contracting process by which CRRA purchases or procures goods and services that requires vendors to compete against one another for the business of CRRA.”

33. The Policies and Procedures do not identify standards for determining whether the “Competitive Process” used should be a competitive bidding process or competitive negotiation process.

34. Section 4.5.2 of the Policies and Procedures authorizes CRRA to issue Requests for Proposals (“RFP”). Section 4.5.2 states that RFPs should be used by CRRA when all bidders are not of comparable quality.

35. Section 4.5.3 of the Policies and Procedures authorizes CRRA to issue Requests for Bids ("RFB"), when CRRA's primary concern is the price and all bidders are of comparable or equal quality.

36. With respect to the new facility management contract for the Mid-Connecticut Project, CRRA has issue a RFBP. The Policies and Procedures do not authorize the use of an RFBP.

37. On information and belief, the RFPB process employed by CRRA is a hybrid of the RFP and RFB procedures.

38. The Policies and Procedures do not authorize the creation of a hybrid bidding/proposal process nor do the Policies and Procedures provide any standards for determining when a hybrid bidding/proposal process should be used.

39. A RFBP is a process "other than a competitive bidding. . . ."

40. On information and belief, CRRA has not complied with the notice provisions required for a facility management selection process decided on a basis "other than a competitive bidding. . . ."

41. As a result of CRRA's failure to promulgate policies and procedures to determine when competitive bidding or competitive negotiation is appropriate, use of an unauthorized, undefined selection process, and failure to follow the notice provisions of Conn. Gen. Stat. § 22a-

266(c), the MDC has been and continues to suffer harm in the form of the risk of erroneous deprivation of its constitutionally protected right to contract.

**COUNT I: Promissory Estoppel**

42. Paragraphs 1 through 41 are incorporated as if fully set forth herein.

43. As described above, CRRA made a clear statement to the MDC that the MDC did not have to participate in the RFQ process and was not required to submit a Statement of Qualifications because CRRA deemed it qualified.

44. Although the MDC had planned to fully participate in the RFQ process and submit a Statement of Qualifications, the MDC changed its position and did not submit a Statement of Qualifications in reliance on CRRA's representations.

45. CRRA knew or should have known that the MDC would rely on its representations.

46. CRRA now claims that the MDC is not qualified to operate the Mid-Connecticut Project and, on information and belief, is prepared to disqualify the MDC from further consideration for the award of the contract to operate the Mid-Connecticut Project on that basis.

47. As a result of its reliance on CRRA's representations, the MDC has been harmed and will continue to be harmed in the future by its inability to fully participate in the selection process and its inability to present its qualifications to operate and manage the Mid-Connecticut Project.

**COUNT II: Negligent Misrepresentation**

48. Paragraphs 1 through 41 are incorporated as if fully set forth herein.

49. CRRA made a statement of fact to the effect that the MDC was not required to participate in the RFQ process, and was not required to submit a Statement of Qualifications, because CRRA deemed the MDC to be qualified to manage and operate the Mid-Connecticut Project.

50. On information and belief, CRRA made these statements knowing that they were untrue or with negligent disregard for the truth, specifically, that the MDC was required to participate in the RFQ process and/or that CRRA did not deem the MDC to be qualified.

51. On information and belief, CRRA made these statements to induce the MDC not to file a Statement of Qualifications in response to the RFQ.

52. As a result of CRRA's statement, the MDC did not timely file a Statement of Qualifications in response to the RFQ.

53. MDC has been damaged by CRRA's actions and will continue to be damaged in the future by its inability to fully participate in the selection process and its inability to present its qualifications to operate and manage the Mid-Connecticut Project.

**COUNT III: Fraudulent Misrepresentation**

54. Paragraphs 1 through 41 are incorporated as if fully set forth herein.

55. CRRA made a false statement of fact to the effect that the MDC was not required to participate in the RFQ process, and was not required to submit a Statement of Qualifications, because CRRA deemed the MDC to be qualified to manage and operate the Mid-Connecticut Project.

56. On information and belief, CRRA made these statements knowing that they were false or with reckless disregard for the truth, specifically, that the MDC was required to participate in the RFQ process and/or that CRRA did not deem the MDC to be qualified.

57. On information and belief, CRRA made these statements to induce the MDC not to file a Statement of Qualifications in response to the RFQ.

58. As a result of CRRA's statement, the MDC did not timely file a Statement of Qualifications in response to the RFQ.

59. MDC has been damaged by CRRA's actions and will continue to be damaged in the future by its inability to fully participate in the selection process and its inability to present its qualifications to operate and manage the Mid-Connecticut Project.

**COUNT IV: Violation of the Connecticut Unfair Trade Practices Act**

60. Paragraphs 1 through 59 are incorporated as if fully set forth herein.

61. CRRA is engaged in the conduct of trade or commerce in the State of Connecticut as defined in Conn. Gen. Stat. § 42-110(a)(4).

62. Based on the foregoing conduct, CRRA has engaged in unfair or deceptive acts or practices in violation of the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110b *et seq.* as described above.

63. CRRA's conduct is immoral, unethical, oppressive, and/or unscrupulous.

64. As a direct and proximate result of said unfair trade practices, the MDC has suffered an ascertainable loss and will continue to suffer an ascertainable loss in the future.

65. In addition to providing for an award of compensatory and punitive damages, costs, and attorneys' fees, § 42-110g(d) of the Connecticut Unfair Trade Practices Act gives MDC the right to seek an injunction restraining such unfair trade practices, and said injunction is necessary to prevent substantial and irreparable harm to MDC for which it has no adequate remedy at law.

66. If the MDC is disqualified without the opportunity to fully participate in the process and be heard as to its qualifications, the MDC will suffer an immediate, irreparable harm in that its disqualification would preclude CRRA from further considering the MDC for the award of the contract to manage and operate the Mid-Connecticut Project. Once this occurs, there is no adequate remedy at law capable of restoring the MDC to the position it would have been in but for CRRA's actions.

**COUNT V: Violation of Article I, Sections 8 and 10, of The Connecticut Constitution**

67. Paragraphs 1 through 41 are incorporated as if fully set forth herein.

68. CRRA is a quasi-public entity that has promulgated Policies and Procedures in accordance with its statutory mandate under Conn. Gen. Stat. § 22a-268a.

69. CRRA has violated the Due Process Clauses of the Connecticut Constitution, Article I, Sections 8 and 10, in the following ways:

(a) Failing to articulate an adequate process for determining when a competitive bidding process or a competitive negotiation process is appropriate in violation of Conn. Gen. Stat. § 22a-268;

(b) Arbitrarily and capriciously utilizing a hybrid RFP/RFB process not authorized by the Policies and Procedures;

(c) Arbitrarily and capriciously exempting the MDC from the RFQ process based on its qualifications and then, without notice or a hearing, determining that the MDC was not in fact qualified;

(d) Failing to answer questions related to the RFQ process posed by the MDC based on the determination that the MDC was exempt from the RFQ process; and

(e) Failing to provide statutory notice and an opportunity to comment on its utilization of a process other than competitive bidding for the award of a facility management contract in violation of Conn. Gen. Stat. § 22a-266(c).



70. As a result of CRRA's ongoing due process violations, the MDC has been harmed and continues to be harmed by its inability to fully participate in the selection process, inability to submit a Statement of Qualifications that would have established its rightful qualification to operate and manage the Mid-Connecticut Project, and the threat of erroneous deprivation caused by CRRA's failure to adhere to its statutory mandate and Policies and Procedures.

**PRAYER FOR RELIEF**

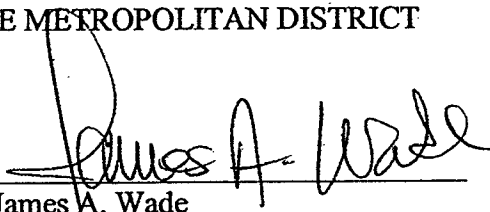
Wherefore, MDC prays for the following relief:

1. A declaratory judgment, pursuant to Conn. Gen. Stat. § 52-29, that CRRA has already determined that the MDC is qualified to operate and manage the Mid-Connecticut Project;
2. Injunctive relief compelling CRRA to honor its previous written statement that the MDC is qualified to operate and manage the Mid-Connecticut Process and enjoining CRRA from disqualifying the MDC, or, in the alternative, enjoining CRRA from taking any action with regard to the selection of an operator for the Mid-Connecticut Project until such a time as CRRA has properly promulgated the policies and procedures required by statute;
3. Compensatory damages;
4. Punitive damages as authorized by Conn. Gen. Stat. § 42-110g and common law;
5. Attorneys' fees and costs; and

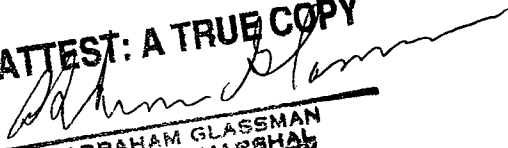
6. Any other relief the Court deems equitable.

PLAINTIFF  
THE METROPOLITAN DISTRICT

By

  
James A. Wade  
Andrea Donovan Napp  
Robinson & Cole LLP  
280 Trumbull Street  
Hartford, CT 06103-3597  
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[anapp@rc.com](mailto:anapp@rc.com)  
Juris No.: 50604

ATTEST: A TRUE COPY

  
ABRAHAM GLASSMAN  
CT STATE MARSHAL  
HARTFORD COUNTY

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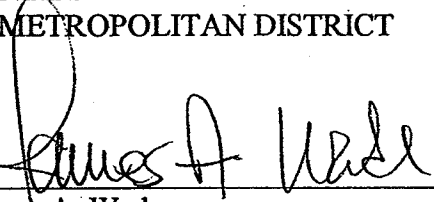
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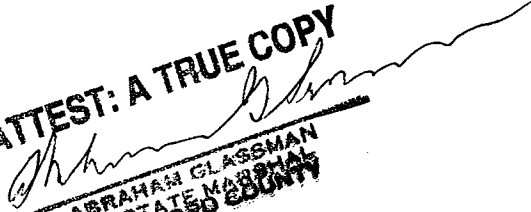
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: AT HARTFORD  
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: NOVEMBER 30, 2010

**STATEMENT OF AMOUNT IN DEMAND**

The amount in controversy exceeds Fifteen Thousand and 00/100 Dollars (\$15,000.00),  
exclusive of costs and interest.

PLAINTIFF  
THE METROPOLITAN DISTRICT

By   
James A. Wade  
Andrea Donovan Napp  
Robinson & Cole LLP  
280 Trumbull Street  
Hartford, CT 06103-3597  
Tel. No.: (860) 275-8200  
Fax No.: (860) 275-8299  
E-mail: jwade@rc.com  
anapp@rc.com  
Juris No.: 50604

**ATTEST: A TRUE COPY**  
  
**ABRAHAM GLASSMAN**  
**CT STATE MARSHAL**  
**HARTFORD COUNTY**

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**VERIFICATION OF COMPLAINT**

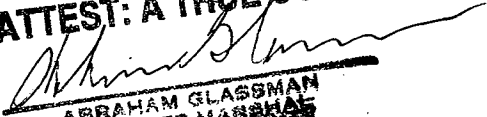
I, R. Bartley Halloran, being duly sworn, hereby state that I am District Counsel of The Metropolitan District, the Plaintiff herein, that I am authorized to verify this Complaint, that the allegations contained in the Complaint are based upon either my personal knowledge, the personal knowledge of employees or agents of The Metropolitan District, or upon information obtained from the corporate records of The Metropolitan District, and that the allegations are true to the best of my knowledge, information, and belief.

  
\_\_\_\_\_  
R. Bartley Halloran

Subscribed and sworn to before me this 30th day of November, 2010.

  
\_\_\_\_\_  
Christopher R. Stone  
Commissioner of the Superior Court

**ATTEST: A TRUE COPY**

  
\_\_\_\_\_  
ABRAHAM GLASSMAN  
CLERK OF THE SUPERIOR COURT  
HARTFORD COUNTY

RETURN DATE: December 14, 2010

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Defendant.

: SUPERIOR COURT  
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: JUDICIAL DISTRICT OF HARTFORD  
: AT HARTFORD  
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: NOVEMBER 30, 2010

**APPLICATION FOR TEMPORARY INJUNCTION  
AND ORDER TO SHOW CAUSE**

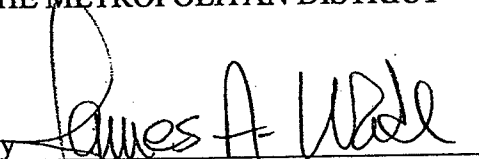
The Plaintiff, the Metropolitan District ("MDC"), hereby makes application for a Temporary Injunction without bond in accordance with its prayer for relief in its duly Verified Complaint, filed herewith, and respectfully requests that an injunction be issued forthwith. Alternatively, MDC requests that Connecticut Resources Recovery Association ("CRRRA"), be ordered to appear at an early date to show cause why the prayer for an injunction should not be granted.

In support of this Application, Plaintiff MDC states that no other remedy at law is adequate to prevent the irreparable harm described in the Verified Complaint. Where, as here, a qualified bidder is excluded or, on information and belief, about to be excluded from the consideration of an award of a contract on the basis of the arbitrary and capricious conduct of a quasi-public agency operating without adequate rules and in violation of the Connecticut Unfair Trade Practices Act ("CUTPA") and the Connecticut Constitution, injunctive relief is appropriate. *See* Conn. Gen. Stat. § 42-

110g(d); Connecticut Constitution, Art. I, §§ 8, 10. Plaintiff MDC further states that it is likely to succeed upon the merits due to, *inter alia*, the Defendant's violation of CUTPA and Article 1, Sections 8 and 10 of the Connecticut Constitution as well as the Defendant's clear liability under the common law doctrines of promissory estoppel, negligent misrepresentation and fraudulent misrepresentation.


PLAINTIFF  
THE METROPOLITAN DISTRICT

By



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Andrea Donovan Napp  
Robinson & Cole LLP  
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E-mail: [jwade@rc.com](mailto:jwade@rc.com)  
[anapp@rc.com](mailto:anapp@rc.com)  
Juris No.: 50604

ATTEST: A TRUE COPY



ABRAHAM GLASSMAN  
CT STATE MARSHAL  
HARTFORD COUNTY

CV10-6016708

RETURN DATE: December 14, 2010  
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THE METROPOLITAN DISTRICT  
Plaintiff,

V.

CONNECTICUT RESOURCES RECOVERY  
AUTHORITY  
Defendant.

: SUPERIOR COURT  
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: JUDICIAL DISTRICT OF HARTFORD  
: AT HARTFORD  
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: NOVEMBER 30, 2010

**ORDER TO SHOW CAUSE**

WHEREAS, the foregoing duly Verified Complaint, with prayer and Application for Temporary Injunction has been presented to the Court; and

WHEREAS, upon application of The Metropolitan District ("MDC") it appears that an Order should be issued directing Connecticut Resource Recovery Association ("CRRA"), to appear before this Court to show cause why a Temporary Injunction should not issue;

NOW THEREFORE, IT IS ORDERED, that CRRA be summoned to appear before the Superior Court for the Judicial District of Hartford, at Hartford, in Courtroom 3 at the courthouse located at 95 Washington Street, Hartford, CT 06106, on December 20, 2010, at 9:30 AM, then and there to show cause why a Temporary Injunction should not issue against them as prayed for in the foregoing Verified Complaint and Application.

102.00


Dated at Hartford, Connecticut, this 30<sup>th</sup> day of November, 2010.

BY THE COURT

Adam Bulewicz, ac  
Judge/Clerk

Service by 12/2/10.

ATTEST: A TRUE COPY

  
ABRAHAM GLASSMAN  
CLERK OF STATE MARSHAL  
HARTFORD COUNTY





## Notice Regarding Hearing

A hearing has been scheduled for this case on the date and time shown on the attached order, which has been signed by the judge or a clerk of the court. You must come to court, or your attorney must come to court, on the date and time shown in the order if you want to be heard in this matter.

On the first hearing date, the Court will conduct a status/settlement conference. **The Court will not take evidence at this first hearing date.** If the case is not resolved at the status/settlement conference, the Court will schedule the case for a hearing where it will take evidence, usually within two weeks of the status/settlement conference.

If you do not come to court, or your attorney does not come to court, on the date and time shown on the attached order, the Judge will make a decision based on the papers submitted by the applicant.

RETURN DATE: December 14 2010  
DOCKET NO.:

THE METROPOLITAN DISTRICT	:	SUPERIOR COURT
Plaintiff,	:	
	:	JUDICIAL DISTRICT OF HARTFORD
	:	AT HARTFORD
V.	:	
	:	
	:	
CONNECTICUT RESOURCES RECOVERY	:	
AUTHORITY	:	
Defendant.	:	NOVEMBER 30, 2010

**TEMPORARY INJUNCTION**

WHEREAS, the Plaintiff the Metropolitan District 's ("MDC") duly Verified Complaint, with prayer and Application for Temporary Injunction, having been presented to the Court; and

WHEREAS, for good cause shown the Court is of the opinion that the Temporary Injunction should issue;

NOW THEREFORE, IT IS ORDERED, that Defendant to this action, Connecticut Resource Recovery Association ("CRRA"), be enjoined as follows:

1. CRRA is immediately enjoined from taking any steps or action to disqualify the MDC from consideration for the award of the contract to operate and manage the Mid-Connecticut Project;
2. CRRA is immediately enjoined from taking any further action with regard to considering, analyzing or reviewing any bids or proposals submitted in response to Request for Bids and Proposals No. 10-OP-012;
3. CRRA is immediately enjoined from awarding any contracts for Request for Bids and Proposals No. 10-OP-012.

4. CRRA is immediately enjoined from taking any further actions with regard to Request for Bids and Proposals No. 10-OP-012.

Dated at Hartford, Connecticut, this \_\_\_\_\_ day of November 2010.

BY THE COURT

\_\_\_\_\_  
Judge/Clerk