

Building Performance Professionals Association of Vermont (BPPA-VT)

Zero Energy Now Program

Savings Guarantee

**1. OVERVIEW**

BPPA-VT guarantees that for one year following retrofit completion, the total energy usage for any building participating in the “Zero Energy Now” program will not exceed the projected amount estimated on the energy usage modeling software report provided by the contractor, as adjusted according to the terms of this guarantee. In the event that the actual total energy usage is higher than the adjusted projection, BPPA-VT will refund the difference in cost between what was actually consumed and the adjusted projection, as calculated according to the terms of this guarantee, up to a maximum of \$1,000 per participating property.

**2. APPLICABILITY**

- A. Eligible Properties.** All properties participating in the Zero Energy Now program are eligible for this guarantee.
- B. Alterations.** If the building structure is altered in a manner that changes the square footage of conditioned space after the Zero Energy Now project scope is complete, the guarantee shall be null and void.
- C. Building Use.** If building usage changes following completion of the retrofit and prior to the filing of a claim (e.g., new usage as home day care or home office; change in hours of operation for commercial buildings), the guarantee shall be null and void.
- D. Owner’s Responsibilities.** This guarantee will be null and void if the Owner(s) fail to practice reasonable and prudent energy conservation habits, including but not limited to:
- i. Scheduling a service call whenever there appears to be a problem with the operation of any energy-related system, equipment, or feature of the building, and making repairs found to be necessary for proper operation during that service visit within 30 calendar days;
  - ii. Changing all filters (if present) according to the manufacturers’ instructions;
  - iii. Maintaining all windows and doors and keeping them closed during heating system operation, except for normal use; and
  - iv. Setting all thermostats at or below 70 degrees during the heating season and at or above 78 degrees during the cooling season.
- E. Disclosure.** If the Owner(s) do not completely and accurately provide any and all information to the Zero Energy Now program related to the CLEAR modeling report and any subsequent claims, this guarantee will be considered null and void.

**3. TERM**

The term for coverage of the guarantee (the “Guarantee Period”) is one calendar year from the date of retrofit completion, defined as the date of the project blower door test-out. A claim may be filed any time after one year following the retrofit completion, up to 90 calendar days following the end of the Guarantee Period.

#### 4. **CLAIMS PROCEDURES**

**A. Process.** In order for a claim to be eligible and honored, the following steps must be taken by the Owner(s):

- i. The Owner(s) must submit a completed “BPPA-VT Savings Guarantee Claims Form” (hereinafter “Claims Form”);
- ii. Provide copies of all energy bills for the one year after retrofit completion; and
- iii. The Owner(s) will make the property available for inspection by Zero Energy Now program staff, in order to resolve any claims that may arise from this guarantee.

**B. Burden of Proof.** The Owner(s), and not BPPA-VT, shall be responsible for collecting and submitting all information required on the Claims Form in order to file a claim.

**C. Turn-Around Time Frame.** Within 60 days of receipt of a completed Claims Form, Zero Energy Now program staff shall review the Claims Form and submit claim to the Owner(s) if warranted, or, otherwise, state in writing the reason for denial of a reimbursement.

**D. Calculations.** The Owner(s) must first submit a complete and accurate Claims Form and copies of all fuel bills in question for 12 months following the retrofit completion. Based on this information, and any inspections of the building, if carried out, Zero Energy Now program staff will calculate total energy usage and compare to projected energy usage in order to determine the amount of the claim. Standard and accepted engineering calculations, analyses, and estimates will be used. The basic calculation will be as follows:

- Zero Energy Now program staff will review the actual bills for each fuel used. Program staff will subtract the amount of any unused fuel remaining in the building, adjust for billing and fuel delivery schedules, and consider the net amount as the amount consumed for each fuel. Claims involving wood will be verified based on the customer’s word plus an inspection.
- The amount consumed for each fuel will be multiplied by the Vermont Public Service Department reported price per unit of each fuel (see [http://publicservice.vermont.gov/publications-resources/publications/fuel\\_report](http://publicservice.vermont.gov/publications-resources/publications/fuel_report)). The cost of consumption calculated in this way for each fuel will be added together to determine a total cost of actual consumption for purposes of this guarantee.
- Program staff will also multiply the fuel usage projections on the CLEAR modeling report by the Vermont Public Service Department reported price per unit of each

- fuel, adjusted for the time period covered by the filed claim, and adjusted for weather and building occupancy. The projected cost of consumption for each fuel calculated in this way will be added together to determine a total cost of projected consumption for purposes of this guarantee.
- Subject to the terms of this guarantee, if the total cost of actual consumption across all fuels is greater than the total cost of all projected fuel usage, as calculated using the methodology described above, BPPA-VT will make a payment to the Owner(s) for the difference between the actual and projected total cost over the Guarantee Period.

#### **5. GUARANTEE LIMIT**

Individual savings guarantee claims for any property participating in the Zero Energy Now program will be limited to \$1,000.