

## **Risks In Designing for LEED Certification**

“Green” building is a hot topic for construction professionals, and the coveted LEED certification (Leadership in Energy and Environmental Design) is the gold standard in demonstrating a commitment to environmentally friendly building.

According to the [US Green Building Council](#) which developed the LEED system, LEED is *“an internationally recognized green building certification system, providing third-party verification that a building or community was designed and built using strategies aimed at improving performance across all the metrics that matter most: energy savings, water efficiency, CO2 emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts,”*

Because LEED certification is relatively new, the legal implications of designing to obtain a specific LEED certification are still being hammered out. Potential risk in designing to a specific LEED standard is the failure of a building, once built, to meet the green criteria it was supposed to meet.

Case in point: Charlotte’s [ImagineOn](#), a Children’s Theatre and Public Library facility. Designed as one of Charlotte’s first LEED buildings, ImagineOn is not meeting the green requirements it was designed to meet. This is due, in large part, to the popularity of the Center, which has led to an increase in operating hours and, of course, associated energy costs.

As [noted in the Charlotte Observer](#) *“the episode illustrates gaps between energy-saving potential and actual performance.”*

Whether or not the increased hours should be considered as foreseeable, questions remain. Should such a situation be considered a breach of warranty? A changed condition? Or a little of each?

Until these matters get resolved in the Courts, it is wise practice to design with LEED goals but not certification or performance guarantees. All parties should recognize that circumstances may change which will prevent LEED certification or which will in other ways limit or eliminate any energy efficiencies which are anticipated.

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