

Exhibit B – Resolution 23-04

February 28, 2028 Edits to Railsplitter/Augusta Township Consent Judgment
Paragraph 2. and Added Subparagraph 8.u

Victor the language below:

1. Is your edit to paragraph 2 pertaining to the moratorium which our client has agreed to. We added Railsplitter to be consistent with the definition of the approved LSES
2. Is our proposed added subparagraph 8.u. which is the result of the Township Public Safety concerns regarding the potential for fire, and the exchange of information between our client and the Public Safety Department. The language provides for training at our client's expense, and among other things conditions final site plan approval on fire safety plan.

Let us know if you have any questions or comments.

1. **Moratorium.** By entry of this Consent Judgment, the Township shall be deemed to have agreed and confirmed that the Township's Resolution 22-08 entitled "Resolution for Moratorium Large Scale Solar Projects" adopted by the Township on March 22, 2022 ("Moratorium Resolution"), and any replacement and/or new and/or substituted and/or amended moratorium resolutions and/or ordinances/codes/rules related to large scale solar projects/systems adopted by the Township at any time after March 22, 2022 ("Replacement Moratoriums") are not applicable to and does not in any way delay, interfere with or otherwise prohibit the Railsplitter LSES which is the subject of this Consent Judgment and the Township further agrees that such Railsplitter LSES is not deemed to be a "new Large Solar Energy use(s)" in the Township for the reason that said Moratorium Resolution and Replacement Moratoriums are only applicable to special land use applications for large solar energy systems filed with the Township after March 22, 2022.

8. u. On or before thirty (30) days from the date that Railsplitter and/or its contractors are issued construction permit(s) to construct the Railsplitter LSES, Railsplitter shall remit the sum of Ten Thousand 00/100 Dollars (\$10,000.00) to the Township (“Public Safety Funding”) for the purpose of funding (1) the cost for emergency response training necessary or appropriate for a public safety emergency response, including fire events, at the Railsplitter LSES (“First Training”), and (2) the cost of public safety equipment, material and such other items as determined by the Township’s Public Safety Department to be necessary or appropriate in responding to a public safety incident that may occur on or about the Railsplitter Property. The Township Fire Chief shall determine the amount of and what type, if any, extra or specialized training is necessary or appropriate for responding to a public safety event, subject to approval by Railsplitter which approval shall not be withheld except for good cause shown. At all times (24 hours, 7 days a week) after Railsplitter has commenced operating the solar units to provide energy, Railsplitter shall provide contact information for an operator who can be on the scene or will be available by phone or similar method of continuous communication in the event of a public safety emergency response incident within thirty (30) minutes of being contacted by public safety personnel. Railsplitter shall, upon written request of the Township, provide such other information as may be reasonably necessary or appropriate to assist the Township’s public safety personnel in responding to a public safety emergency event on the Railsplitter Property. Railsplitter shall install Knox Boxes at each entrance to the Railsplitter LSES. Subsequent to the commencement of the operation of the Railsplitter LSES, Township public safety personnel shall upon thirty (30) days written notice to Railsplitter have access to the Railsplitter Property at reasonable times for the purpose of conducting supplemental training of Township public safety personnel to respond to potential emergency response events on the Railsplitter Property (“Supplemental Training”). The final site plan

approved in accordance with this Consent Judgment shall include a public safety emergency response plan as approved by the Township Fire Chief in cooperation with Railsplitter for the purpose of developing an emergency response plan in the event of a public safety emergency on the Railsplitter Property, and the plan shall include a written vegetative management plan focused on reducing the potential for fire and fire impacts on the Railsplitter Property. Railsplitter shall be responsible for and reimburse the Township for emergency response costs related to any hazardous substance spill or event and for other emergency service fees to the extent provided for in the Township Emergency Services Cost Recovery Ordinance 2020-02 Effective June 15, 2020.