State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
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December 18, 2025

MS. DENICE NELSON
JOHNSON CONTROLS, INC
5757 N. GREEN BAY AVENUE
MILWAUKEE, WI 53209

Via Email Only to denice.karen.nelson@jci.com

SUBJECT: Final Interim Action Report
Potable Well Sampling Area Drinking Water Update
JCI/Tyco FTC PFAS, 2700 Industrial Parkway South, Marinette, WI
BRRTS #02-38-580694

Dear Ms. Nelson:

On October 7, 2025, the Wisconsin Department of Natural Resources (DNR) received the *Final Interim Action Report: Potable Well Sampling Area Drinking Water Update* (the "Deep Well Report") for the above-referenced site (the "Site"). The report was submitted by Arcadis U.S., Inc. (Arcadis), on behalf of Johnson Controls, Inc., and Tyco Fire Products LP (JCI/Tyco) and was accompanied by the fee required under Wisconsin Administrative Code (Wis. Admin. Code) § NR 749.04(1) for DNR review and response.

The Deep Well Report documents construction of 134 deep private wells, initial testing of the raw water from 109 of these wells and the testing of treated water from 103 of these wells. JCI/Tyco plans to complete additional construction and testing of deep private wells. JCI/Tyco should submit addenda to document this future work and to provide the information and evaluations requested at the end of this letter.

Background

JCI/Tyco is investigating and responding to the discharge of per- and polyfluoroalkyl substances (PFAS) to the environment at the JCI/Tyco Fire Technology Center (FTC), located at 2700 Industrial Parkway South in Marinette, Wisconsin.

PFAS from the FTC have impacted private drinking water wells in the area. In 2018, JCI/Tyco began providing options to prevent exposure to PFAS in drinking water to all households in an area it designated as the Potable Well Sampling Area (PWSA) (Wis. Admin. Code § NR 708.05(4)(f)). Originally, JCI/Tyco provided households bottled water and/or point of entry treatment (POET) systems. In December 2022, JCI/Tyco began installing new deep private wells for anyone in the PWSA who signed an agreement with JCI/Tyco for a new deep well. JCI/Tyco has offered deep well agreements to all existing parcels in the PWSA. This includes offers to replace 169 private wells on parcels with a residence ("developed parcels") and construction of a new deep wells on 33 undeveloped parcels in the future if a structure plumbed for drinking water is built on the property. Templates of the deep well agreements created by JCI/Tyco for the developed and undeveloped parcels are included in **Attachment A.**

The deep groundwater in this area is known to have water quality issues due to naturally-occurring compounds. The water from the deep aquifer contains elevated levels of radium, which presents a health risk in drinking water. In addition, the water is very hard and has other aesthetic issues. Because of this, JCI/Tyco provided water treatment to each household that received a new deep well. The standard treatment includes a sediment filter and water softener for the house and an under-the-sink reverse osmosis (RO) system at the kitchen tap. JCI/Tyco's agreements with households that receive a new deep well state that JCI/Tyco will pay for maintenance of the

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treatment systems for 20 years, after which time the cost and responsibility for upkeep of the water treatment systems transfers to the property owner.

Key Correspondence from DNR

Sept 8, 2022: After learning that JCI/Tyco was offering to install new deep private well to residents in the PWSA, the DNR requested that JCI/Tyco provide the DNR with information on its public communications, design and testing plans for the new deep wells.

Nov. 18, 2022: After receiving the requested information on the proposed deep wells, the DNR recommended that JCI/Tyco enhance its monitoring program for the deep wells and communicate with residents about what taps in the home are safe for drinking water. Specific recommendations to JCI/Tyco for the monitoring program were provided in the letter.

Nov. 11, 2023: After receiving JCI/Tyco's construction documentation for the first 10 deep private wells and two deep monitoring wells, the DNR concurred with JCI/Tyco's plan to continue installing deep wells in the PWSA. The DNR requested that JCI/Tyco submit a final interim action report (Wis. Admin. Code § NR 724.15) after it received the testing results from the last deep private well to be installed. The letter outlined specific elements for JCI/Tyco to include in the final report.

Summary and Review

JCI/Tyco's Deep Well Report documents the following:

- Written correspondence JCI/Tyco sent to households in the PWSA offering a new deep well.
- Construction documentation for replacement or modification of 134 of 169 possible private wells in the PWSA with a new deep well. The documentation is for wells completed through September 5, 2025.
- Well abandonment documentation for private wells that were replaced with a new deep well.
- Sampling results through July 2025 for the new deep wells, this included:
    - raw water from 109 of the new deep wells and
    - treated water at the kitchen tap for 103 households with a new deep well.
- A comparison of the water quality measured in four deep monitoring wells to the new deep private wells.

JCI/Tyco reports it has agreements in place to install nine more wells on developed parcels and 17 of the 33 undeveloped parcels in the future. JCI/Tyco reports that it will submit construction documentation of additional deep private wells it installs as addenda to the Deep Well Report.

Correspondence: Table 1 summarizes correspondence JCI/Tyco has had with households in the PWSA. The DNR understands that the mailed correspondence listed in the table are those related to deep wells and the communications by phone or in-person include other communication not related to deep wells. As of December 1, 2025, property owners in the PWSA for 16 of the 33 undeveloped parcels and 23[1] of the 169 developed parcels have chosen not to sign an agreement with JCI/Tyco to receive a new deep well.

Private Well Abandonment and Construction: The well abandonment forms for original wells and well construction logs for new deep wells were provided for most of the wells listed in Table 2 of the Deep Well Report. One or both forms were missing for some locations. Correspondence the DNR had with JCI/Tyco regarding missing information is included in **Attachment B** and the missing forms are summarized in **Attachment C**.

[1] One parcel has two private wells, so 24 private wells in total.

The information that was provided in the Deep Well Report documents that the new deep private wells were constructed per the design plan. The deep wells were drilled to depths between 460 to 645 feet below ground surface (bgs) into bedrock that produces water and were provided a special deep well casing that extended around 150 feet bgs, or 75 feet into the top of bedrock. This special deep well casing was installed with the goal of preventing cross-contamination into the deep aquifer from the upper aquifer that contains PFAS contamination from the Site.

Deep Private Well Monitoring: JCI/Tyco samples the water in each new deep well (i.e., raw water) once following installation and it samples the water at the kitchen tap (i.e., treated water) quarterly for one-year. All the samples are analyzed for PFAS and radium; the initial raw water sample and first and last samples collected of the treated water are also analyzed for other naturally-occurring compounds. After one year, no additional sampling is planned or has been completed at the properties that received a deep well. JCI/Tyco plans to use a network of four deep monitoring wells to evaluate the water quality in the deep aquifer long-term in the PWSA.

Raw Water: Table 3 in the Deep Well Report summarized the test results of raw water samples from 109 of the new deeps wells. Nearly all samples of raw water from the deep aquifer had concentrations of radium and strontium that were above levels recommended for safe drinking water and the water had other aesthetic issues. The average and maximum levels reported for radium, strontium and hardness in the raw water from the deep private wells are summarized below. The results confirmed the need for water treatment on each new deep private well.

Concentrations of Naturally-Occurring Compounds in Raw Water from Deep Private Wells

Compound	Average	Maximum	Drinking Water Quality Criteria	
Radium (pCi/L)	**14**	**38**	5	ch. NR 809 Maximum Contaminant Level
Strontium (ppm)	**10**	**27**	1.5	Wis. Department of Health Services Recommendation
Hardness (ppm)	**640**	**2,000**	180	Very hard defined as > 180 ppm

pCi/L = picocuries per liter
ppm = parts per million or milligrams per liter

With the exception of perfluorooctane sulfonamide (FOSA), PFAS compounds were not detected over the laboratory's reporting limit in the raw water samples collected from the deep private wells. FOSA was detected over the laboratory's reporting limit in the five locations summarized below. An evaluation on the cause and significance of FOSA detected in these five wells was not provided in the Deep Well Report. The FOSA detections are sporadically located amongst other deep private wells with no PFAS detected. In the November 2022 letter, the DNR recommended that JCI/Tyco collect samples of the raw water in each deep well following the first year of use. JCI/Tyco did not collect these additional raw water samples. The DNR recommends that, at a minimum, raw water samples be collected from these five wells to evaluate if the FOSA detected in the water samples collected after the wells were installed are representative of conditions of the deep aquifer at these locations.

Concentrations of PFAS Detected[1] in Raw Water from Deep Private Wells

Well ID	WS-053R	WS-111R	WS-142R	WS-147R	WS-154R
Date	5/19/2023	8/21/2024	9/27/2023	6/30/2025	8/21/2024
Method	537 (Mod)	537 (Mod)	537 (Mod)	1633	537 (Mod)
FOSA (ppt)	**1.8**	**4.9**	**2.9**	**1.6**	**3.1**

[1] Only includes PFAS detected over the reporting limit.
ppt = parts per trillion

Treated Water: Table 4 in the Deep Well Report summarized the test results of the treated water from 103 of the new deep wells; 49 of which have completed their respective one year of scheduled monitoring. In supplemental correspondence (**Attachment B)**, JCI/Tyco stated that the samples collected at the 1-year mark were collected prior to routine maintenance occurring on these RO systems. The routine maintenance, certifications for the RO systems and alert system for when filter change out is needed to maintain effectiveness are provided in Appendix G of the Deep Well Report.

The testing results for the treated water confirmed that the treatment systems installed on the deep wells are effective at reducing the radium concentrations detected in these deep wells to levels less than the safe drinking water level of 5 pCi/L and addressing the other aesthetic water quality concerns during a 1-year routine maintenance schedule. JCI/Tyco reports that the RO filters will be checked during the annual routine maintenance contracts in place for each deep private well and replaced based on total dissolved solids test results according to the certifications and testing established for these filters and documented in Appendix G of the Deep Well Report. No further testing of the treated water is planned.

In the November 2022 letter, DNR recommended that JCI/Tyco sample a location between the whole-house sediment filter and point-of-use RO system to evaluate if the RO system was needed to achieve safe drinking water levels. JCI/Tyco did not complete this additional testing; therefore, conclusions about drinking water quality can only be made for the water delivered at the tap that contains the RO system on each property.

PFAS were not detected in the samples of the treated water, with the exception of low-level detections (below DHS health advisory levels) at three locations (WS-054R, WS-072R and WS-132R). These detections only occurred during one sampling event at each location; at least three additional rounds of testing were conducted for each home and PFAS were not detected in any of the other samples of the treated water. In addition, PFAS were not detected in the raw water samples collected from these three new deep private wells.

Deep Monitoring Well Comparison: JCI/Tyco plans to use four deep monitoring wells (DMW-01 to DMW-04) that were installed in 2023 to evaluate the deep aquifer long-term for PFAS. The monitoring and reporting of PFAS data collected from these four wells is described in the July 2025 *Revised Interim Long Term Monitoring Plan for Groundwater and Surface Water.* The outcome of this long-term monitoring will be the basis for conclusions about the new deep wells as the permanent solution to stop human exposure to PFAS in drinking water for households in the PWSA. If PFAS are detected in these wells, the cause and significance must be evaluated. Next steps will be determined based on those findings and with consideration of the fact that local bedrock fractures or variations in well construction could result in differences in the water quality at specific well locations.

In the Deep Well Report, JCI/Tyco evaluated the geochemistry of the water quality in the deep monitoring wells relative to the deep private wells sampled to date. This evaluation supports the conclusion that the four deep monitoring wells are generally representative of the water quality of the deep aquifer in this area.

Next Steps:

In accordance with Wis. Admin. Code ch. NR 724, JCI/Tyco must submit information documenting the completion of the construction and monitoring of new deep private wells for the PWSA. JCI/Tyco can work with the DNR Project Manager to agree on a schedule that aligns with the anticipated construction and monitoring activities for the project, per Wis. Admin. Code § NR 724.15(1).

- Submit addenda to the Deep Well Report, as needed, to document the construction and monitoring of additional deep private wells installed in the PWSA.

  - Provide an evaluation regarding the cause and significance for the FOSA detected in raw water for five of the 109 deep private wells sampled to date (Wis. Admin. Code § NR 716.14(1)). The DNR recommends, at a minimum, that JCI/Tyco sample the raw water from these five wells for PFAS to support the evaluation.
  - Provide well construction logs and well abandonment forms for the newly constructed wells. In the next submittal, also include the missing forms identified in Attachment C.
  - Provide updates to the Tables and Figures with new available data through completion of monitoring for the deep private wells. Evaluate if the finding and conclusions are consistent with the those previously reported or provide evaluation of any new findings.
- Continue to notify the owners and occupants within 10 business days after the results from testing of their deep private wells are received. Notifications should include the following information to ensure households understand the drinking water results are for water that is treated, meaning the letter should identify:
  - The tap that was tested and recommended to use for safe drinking water at the home.
  - The treatment system must be properly maintained to achieve consistent water quality results.

In the Deep Well Report, JCI/Tyco requested that the DNR designate the PWSA as a special well casing depth area. The DNR is evaluating this request and is committed to steps to protect the deeper aquifer from cross-contamination of PFAS from the shallow aquifer.

As a reminder, this Site is subject to an enforcement action and therefore all submittals to the DNR under Wis. Admin. Code chs. NR 700-799 and submittals directed by the DNR must be accompanied by a Wis. Admin. Code ch. NR 749 fee per Wis. Stat. § 292.94. These fees are not pro-ratable or refundable per Wis. Admin. Code § NR 749.04(1). If you have any questions about whether to include a fee with a submittal, please contact DNR staff prior to submitting a document without a fee.

If you have any questions, please contact me at Alyssa.Sellwood@wisconsin.gov or (608) 622-8606.

Sincerely,

Alyssa Sellwood

Alyssa Sellwood, PE
Water Resources Engineer
Remediation & Redevelopment Program

Attachments: Attachment A: Deep Well Agreement Templates
Attachment B: Supplemental Correspondence
Attachment C: Missing Well Construction and Well Abandonment Logs

cc: Jodie Thistle, DNR (via email: Jodie.Thistle@wisconsin.gov)
Kyle Burton, DNR (vail email: Kyle.Burton@wisconsin.gov)

Attachment A

Deep Well Agreement Templates

AGREEMENT AND NOTICE OF RESTRICTIONS

Document Number

Recording Area

Name and Return Address:
Foley & Lardner LLP
Attn: Linda E. Benfield
777 East Wisconsin Avenue
Milwaukee, WI 53202-5306

[Parcel Number]

Parcel Identification Number (PIN)

This document was drafted by Linda E. Benfield, Esq., c/o Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, WI 53202-5306.

AGREEMENT AND NOTICE OF RESTRICTIONS

THIS AGREEMENT AND NOTICE OF RESTRICTIONS (this "**Agreement**") is made this ____ day of _____, 2023, by and between Tyco Fire Products LP ("**Tyco**") and [Titled Property Owner(s)] ("**Property Owner**").

A. Property Owner is the fee owner of certain real property in Marinette County, Wisconsin, as more particularly described on Exhibit A attached hereto and incorporated herein (the "**Property**").

B. Tyco and Property Owner are entering into this Agreement for the purpose of giving public record notice of certain terms and obligations that they have agreed upon, for the installation of a drinking water supply on the Property and restrictions on the Property in connection therewith.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. Tyco's Obligations. Tyco agrees that after notification by the Property Owner in accordance with this Agreement, Tyco will provide and pay for a long-term water solution for the Property. Tyco will determine the long-term water solution based on the options available at the time, which may be a deep well or another option for a drinking water supply for the Property.

2. Property Owner Obligations. Property Owner agrees to do the following:

A. Notify Tyco in writing of the Property Owner's intent to develop the Property if such development requires a drinking water supply.

B. Allow Tyco and its contractors access to the Property to install the drinking water supply and sample drinking water.

C. Not make any claim against Tyco (or any related entities) for an alternative water source (such as, bottled water or other water delivery services, POET systems or other water filtration systems, drinking water wells, any additional connections to an existing well, or connection to a municipal water line) if Tyco is compliant with this Agreement.

D. By the signature(s) below, the Property Owner represents, warrants and affirms that (i) he/she/it/they are the sole owner of the Property, all persons or entities with an ownership interest in the Property (including spouses) have executed this Agreement and that he/she/it/they have the power, authority and capacity to execute this Agreement and to bind Property Owner and its entire fee simple interest in the Property, and (ii) all persons or entities with ownership interests in the Property are identified below and have executed and delivered this Agreement.

3. Notice of Potential Presence of PFAS. Tyco and Property Owner hereby give public record notice that groundwater on the Property may contain per- and polyfluoroalkyl substances, including perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS). These conditions are further described in Wisconsin Department of Natural Resources files (including the BRRTS on the Web site at *https://dnr.wisconsin.gov/topic/Brownfields/botw.html*), under the identification #02-38-580694.

4. Notice. Any request, demand or other notice required or permitted to be given under this Agreement (including any notice that the Property Owner has determined to develop the Property) must be made in writing and shall be deemed, given and sent, if mailed, when deposited in the United States as certified mail, or when sent by overnight courier service, or electronic mail.

If to Tyco:

Scott Wahl
Tyco Fire Products LP
2300 Aerial Drive
Marinette, WI 54143

With a copy to:

Linda E. Benfield, Esq.
Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202-5306
Email: lbenfield@foley.com

If to the Property Owner, the names and address listed above for the Property.

5. Modification Or Amendment. No modification or amendment to this Agreement shall be binding upon either party unless the modification or amendment is in writing and is signed by both parties. Any handwritten markings on this Agreement are not effective unless they are initialed by both parties.

6. Enforceability. If any provision in this Agreement is held to be unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

7. Signatures. This Agreement may be signed in any number of counterparts with the same effect as if the signatures were upon the same document. A facsimile or digital signature has the same effect as an original signature.

8. Applicable Law. This Agreement shall be interpreted in accordance with the substantive law of the State of Wisconsin without application of choice of law rules.

9. Mediation and Arbitration. The parties agree that the parties shall resolve any disagreement concerning claims arising under this Agreement through mediation, which shall be conducted in the State of Wisconsin. If the parties are unable to reach resolution through mediation, the parties shall resolve the disagreement concerning claims arising under this Agreement through arbitration in the State of Wisconsin. If Arbitration is pursued, the disagreement shall be resolved exclusively through binding arbitration administered by JAMS under its Commercial Arbitration Rules then in effect.

10. Runs With the Land. This Agreement shall burden the Property and shall run with the land. This Agreement shall inure to the benefit of and be binding upon Property Owner and any assignee or mortgagee of the Property, Tyco and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

11. Recording. This Agreement shall be memorialized by the execution and recording in the Office of the Register of Deeds of the County in which the Property is located, whereupon all the covenants and rights that are the subject of this Agreement shall immediately become effective and binding upon the Property, all Property Owners and successive owners of the Property, and the successors and assigns of Tyco. Either party or both parties may record or re-record this Agreement, or a notice or short form of this Agreement, in said office at any time and from time to time.

12. Other Provisions. This Agreement does not create a joint venture, partnership, trust, agency, or other similar relationship between the parties. This Agreement shall not be construed against the drafter of this Agreement as all parties have had the opportunity to consult with counsel.

[*Signature Page(s) Follow*]

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Notice of Restrictions as of the day and year first above written.

TYCO FIRE PRODUCTS LP

Signed: _____
Print Name: _____
Dated: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2023, the above-named _____, to me known to be the _____ of TYCO FIRE PRODUCTS LP, who executed the foregoing instrument on behalf of such limited partnership and acknowledged the same.

_____
Name: _____
Notary Public, State of _____
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Notice of Restrictions as of the day and year first above written.

PROPERTY OWNER

Signed: _____
Print Name: _____
Dated: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2023, the above-named _____ to me known to be such individual who executed the foregoing instrument and acknowledged the same.

_____
Name: _____
Notary Public, State of _____
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Notice of Restrictions as of the day and year first above written.

PROPERTY OWNER

Signed: _____
Print Name: _____
Dated: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2023, the above-named _____ to me known to be such individual who executed the foregoing instrument and acknowledged the same.

_____
Name: _____
Notary Public, State of _____
My Commission Expires: _____

EXHIBIT A

Legal Description

Document Number

AGREEMENT AND NOTICE OF RESTRICTIONS

Recording Area

Name and Return Address:
Foley & Lardner LLP
Attn: Linda E. Benfield
777 East Wisconsin Avenue
Milwaukee, WI 53202-5306

[Parcel Number]

Parcel Identification Number (PIN)

This document was drafted by Linda E. Benfield, Esq., c/o Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, WI 53202-5306.

AGREEMENT AND NOTICE OF RESTRICTIONS

THIS AGREEMENT AND NOTICE OF RESTRICTIONS (this "**Agreement**") is made this ____ day of _____, 2023, by and between Tyco Fire Products LP ("**Tyco**") and [Titled Property Owner(s)] ("**Property Owner**").

A. Property Owner is the fee owner of certain real property in Marinette County, Wisconsin generally known as [Parcel Address], and as more particularly described on Exhibit A attached hereto and incorporated herein (the "**Property"**).

B. Tyco and Property Owner are entering into this Agreement for the purpose of giving public record notice of certain terms and obligations that they have agreed upon, for the installation of a drinking water supply on the Property and restrictions on the Property in connection therewith.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. Tyco's Obligations. Tyco agrees to do the following:

A. Install a new water supply well ("**Water Supply Well**") on the Property, and perform all necessary plumbing and electrical work to ensure that the Water Supply Well is capable of providing water on the Property at all existing water taps. Tyco will also abandon any existing water supply wells in accordance with all regulatory requirements. To perform this work, Tyco will contract with licensed and insured contractors. These companies are referred to in this Agreement as the "Installation Contractors."

B. Tyco and the Installation Contractors will:

i. Contact "Diggers Hotline" to mark utility lines, in accordance with Diggers Hotline's procedures.

ii. Obtain all permits required for the installation of the Water Supply Well and abandonment of any existing wells.

iii. Not unreasonably disturb the Property or the Property occupants during the installation of the Water Supply Well.

iv. After the installation is complete, restore the Property. This may include providing a reasonable replacement for grass or landscaping, and repairing any damage to hardscape, such as driveways.

C. Assign to the Property Owner any applicable warranties from the Installation Contractors.

D. Contract with a water treatment provider to provide water treatment services until December 31, 2044, to Property Owner as outlined in the attached Scope of Work (Exhibit B). The services provided by the water treatment provider shall include treatment for naturally occurring elements such as radium in water.

E. After installation of the Water Supply Well, Tyco will:

i. Perform sampling to verify that the water supplied by the Water Supply Well tests at or below the level of PFAS allowed under enforceable groundwater regulations (if any), but if there are no applicable enforceable groundwater regulations, then enforceable drinking water regulations applicable to municipal water systems in Marinette, Wisconsin. Tyco will also test the water for naturally occurring elements to verify water treatment components before and after water treatment installation.

ii. Sample the well quarterly over the first year, to ensure that the water supplied by the new well tests at or below, the level of PFAS allowed under enforceable groundwater regulations (if any), but if there are no applicable enforceable groundwater regulations, then enforceable drinking water regulations applicable to municipal water systems in Marinette, Wisconsin.

iii. Upon Property Owner request at the time the Water Supply Well is installed, Tyco will remove any existing Point-of-Entry Treatment Unit ("**POET**") at Tyco's sole cost and expense. After the installation of the Water Supply Well is complete, if Property Owner does not request removal of the POET, then Property Owner assumes all responsibility for the operation, maintenance and removal of the POET.

F. As part of the long-term monitoring program that Tyco is establishing in cooperation with the Wisconsin Department of Natural Resources ("**DNR**") for the site identified in the BRRTS on the Web site at https://dnr.wisconsin.gov/topic/Brownfields/botw.html, under the identification #02-38-580694, Tyco will propose that if one of the deep bedrock long-term monitoring wells located near a private Water Supply Well, detects PFAS above the level of PFAS allowed under enforceable groundwater regulations (if any), but if there are no applicable enforceable groundwater regulations, then enforceable drinking water regulations applicable to municipal water systems in Marinette, Wisconsin, Tyco will seek permission to test nearby individual Water Supply Wells. If such sampling detects PFAS above the level of PFAS allowed under enforceable groundwater regulations (if any), but if there are no applicable enforceable groundwater regulations, then enforceable drinking water regulations applicable to municipal water systems in Marinette, Wisconsin, Tyco will work in cooperation with Property Owner and DNR to determine appropriate next steps for ensuring safe drinking water.

G. All of the work outlined in this Paragraph 1 (including future sampling activities that may be required by the DNR) is collectively referred to in this Agreement as "the **Services**."

2. Property Owner's Obligations. Property Owner agrees to do the following:

A. Agree to the location of the Water Supply Well. Property Owner will reasonably agree to the suggested location of the Water Supply Well, taking into account other structures on the property, the location of any underground structures or septic systems, the distance from homes located on the Property and any other applicable regulatory or zoning requirements.

B. Inform the Installation Contractors about any private utilities, septic tanks, leach fields, and any other underground structures that the Property Owner is aware of.

C. Allow Tyco, the Installation Contractors, Digger's Hotline personnel or other subcontractors to access the Property to perform the Services.

D. Assist to keep residents, visitors and other invited persons (including other contractors), and any vehicles out of the way of the Installation Contractors while they are performing the Services, and to cooperate with requests from the Installation Contractors for other security or access concerns.

E. Use reasonable efforts to maintain the Water Supply Well and pump after installation.

F. If Property Owner develops additional areas of the Property, connects (or allows the connection) of additional taps to the Water Supply Well, or otherwise alters the Water Supply Well in any way, Property Owner assumes all liability for the operation and maintenance of the Water Supply Well, and agree that it is Property Owner's responsibility to comply with all applicable rules and regulations that may apply based on the number of structures or persons served by the Water Supply Well.

G. Not make any claim against Tyco (or any related entities) for an alternative water source (such as, bottled water or other water delivery services, POET systems or other water filtration systems, drinking water wells, any additional connections to an existing well, or connection to a municipal water line) if Tyco is compliant with this Agreement.

H. After the period of services provided by the water treatment provider (discussed above in Paragraph 1) has expired, the Property Owner agrees that they will not make a claim against Tyco (or any related entities) for a continuation of the services provided by the water treatment provider.

I. By the signature(s) below, the Property Owner represents, warrants and affirms that (i) he/she/it/they are the sole owner of the Property, all persons or entities with an ownership interest in the Property (including spouses) have executed this Agreement and that he/she/it/they have the power, authority and capacity to execute this Agreement and to bind Property Owner and its entire fee simple interest in the Property, and (ii) all persons or entities with ownership interests in the Property are identified below and have executed and delivered this Agreement.

3. Notice of Potential Presence of PFAS. Tyco and Property Owner hereby give public record notice that groundwater on the Property may contain per- and polyfluoroalkyl substances, including perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS). These conditions are further described in Wisconsin Department of Natural Resources files (including the BRRTS on the Web site at *https://dnr.wisconsin.gov/topic/Brownfields/botw.html*), under the identification #02-38-580694.

4. Notice. Any request, demand or other notice required or permitted to be given under this Agreement must be made in writing and shall be deemed, given and sent, if mailed, when deposited in the United States as certified mail, or when sent by overnight courier service, or electronic mail:

If to Tyco:

Scott Wahl
Tyco Fire Products LP
2300 Aerial Drive
Marinette, WI 54143

With a copy to:

Linda E. Benfield, Esq.
Foley & Lardner LLP
777 E. Wisconsin Avenue
Milwaukee, WI 53202-5306
Email: lbenfield@foley.com

If to the Property Owner, the names and address listed above for the Property.

5. Modification Or Amendment. No modification or amendment to this Agreement shall be binding upon either party unless the modification or amendment is in writing and is signed by both parties. Any handwritten markings on this Agreement are not effective unless they are initialed by both parties.

6. Enforceability. If any provision in this Agreement is held to be unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

7. Signatures. This Agreement may be signed in any number of counterparts with the same effect as if the signatures were upon the same document. A facsimile or digital signature has the same effect as an original signature.

8. Applicable Law. This Agreement shall be interpreted in accordance with the substantive law of the State of Wisconsin without application of choice of law rules.

9. Mediation and Arbitration. The parties agree that the parties shall resolve any disagreement concerning claims arising under this Agreement through mediation, which shall be conducted in the State of Wisconsin. If the parties are unable to reach resolution through mediation, the parties shall resolve the

disagreement concerning claims arising under this Agreement through arbitration in the State of Wisconsin. If Arbitration is pursued, the disagreement shall be resolved exclusively through binding arbitration administered by JAMS under its Commercial Arbitration Rules then in effect.

10. Runs With the Land. This Agreement shall burden the Property and shall run with the land. This Agreement shall inure to the benefit of and be binding upon Property Owner and any assignee or mortgagee of the Property, Tyco and its respective heirs, transferees, successors and assigns, and all persons claiming under them.

11. Recording. This Agreement shall be recorded in the Office of the Register of Deeds of the County in which the Property is located, whereupon all the covenants and rights that are the subject of this Agreement shall immediately become effective and binding upon the Property, all Property Owners and successive owners of the Property, and the successors and assigns of Tyco. Either party or both parties may record or re-record this Agreement, or a notice or short form of this Agreement, in said office at any time and from time to time.

12. Other Provisions. This Agreement does not create a joint venture, partnership, trust, agency, or other similar relationship between the parties. This Agreement shall not be construed against the drafter of this Agreement as all parties have had the opportunity to consult with counsel.

[*Signature Page(s) Follow*]

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Notice of Restrictions as of the day and year first above written.

TYCO FIRE PRODUCTS LP

Signed: _____
Print Name: _____
Dated: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2023, the above-named _____, to me known to be the _____ of TYCO FIRE PRODUCTS LP, who executed the foregoing instrument on behalf of such limited partnership and acknowledged the same.

_____
Name: _____
Notary Public, State of _____
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Notice of Restrictions as of the day and year first above written.

PROPERTY OWNER

Signed: _____
Print Name: _____
Dated: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2023, the above-named _____, to me known to be such individual who executed the foregoing instrument and acknowledged the same.

_____
Name: _____
Notary Public, State of _____
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Notice of Restrictions as of the day and year first above written.

PROPERTY OWNER

Signed: _____
Print Name: _____
Dated: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2023, the above-named _____, to me known to be such individual who executed the foregoing instrument and acknowledged the same.

_____
Name: _____
Notary Public, State of _____
My Commission Expires: _____

EXHIBIT A

Legal Description

EXHIBIT B

Scope of Work for Water Treatment Provider

Well Treatment Plan

A preliminary 20 year-well treatment plan has been developed for each replacement well based on local testing and consultation with local water treatment providers. The measures in the preliminary plan will include at a minimum:

- A high efficiency water softener (at pump influent, post pressure tank whole house)
- A sediment filter (at pump influent, post pressure tank whole house)
- A reverse osmosis treatment system in each kitchen for additional treatment that will include a chrome faucet and 3-gallon storage tank (beneath the kitchen sink). If requested by the property owner at the time of installation, and if the water treatment provider determines that it is feasible, additional connections will be included to other drinking water taps, such as bathroom spigots and refrigerators.
- Home delivery of softening salts
- Annual service appointment to replace filters, if necessary, and inspect/inventory equipment

Final well treatment measures will be implemented following installation of the replacement private well and the collection of a water sample to confirm quality and determine whether there is a need to modify the above preliminary plan. The final water treatment system for the property will be installed by a trusted local water treatment provider. Following installation of the water treatment system, a detailed 20-year water treatment maintenance plan will be established. This maintenance plan will be developed to fit the property without being overly intrusive on residents.

Attachment B

Supplemental Correspondence

Sellwood, Alyssa A - DNR

From: Denice Nelson <denice.karen.nelson@jci.com>
Sent: Tuesday, October 21, 2025 8:36 AM
To: Sellwood, Alyssa A - DNR
Cc: Thistle, Jodie M - DNR
Subject: Re: Private Well Abandonment Log Questions

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Alyssa - I checked with the team and have provided responses below. Overall, we found multiple wells at more properties than anticipated - typically old sandpoints that had failed and had not been historically abandoned by the homeowners. The deep well agreement the homeowners signed with us specified all other wells needed to be abandoned, so the drillers did the extra abandonments as part of the deep well installation process.

Let me know if you need more information at this time.

Thanks
Denice

Denice Nelson
Senior Director, Remediation and Strategy
Johnson Controls

+1 651 280 7259 cell

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From: Sellwood, Alyssa A - DNR <alyssa.sellwood@wisconsin.gov>
Sent: Monday, October 20, 2025 3:21 PM
To: Denice Nelson <denice.karen.nelson@jci.com>
Cc: Thistle, Jodie M - DNR <jodie.thistle@wisconsin.gov>
Subject: Private Well Abandonment Log Questions

Denice – As we review the Oct 7, 2025 Deep Well Documentation Report and Oct 10, 2025 PWSA Monitoring Plan, we are looking to confirm a few items.

1. N2821 Shore Drive (WS-098) is listed having received a deep liner, but this well is included in the abandonment logs and was documented as having depth of 16 feet. Please confirm status and depth of this well or if we have wrong address for this well.
   WS-098L received a liner in the existing well (WS-098) as described in text. The property did have an old sandpoint that ourdrillers abandoned, per the well agreement.
2. N2936 Green Gable Rd (WS-052) has three well abandonment forms, each with slightly different depth. Were there multiple wells on this property?
   Correct - multiple historic sandpoints were found during the WS-052R deep well installation and all were abandoned.

3. N3051 Green Gable Rd (WS-057) has two well abandonment forms with different reason for abandonment. Were there two wells on this property?
   Similar issue - there were multiple sandpoints that were discovered at this property. The reason for different abandonment reasoning depicts the sandpoint that was in use versus the one that had failed but hadn't been abandoned. The previously in-use sandpoint was replaced by the deep well (reasoning "water quality") - and the failed/historic sandpoint was abandoned due to failure (reasoning "dry").
4. The following wells are listed as abandoned, but we did not see record of the well abandonment form for each of these. Please advise if we overlooked any of these or if these can be provided to complete the documentation.
   We are working with the drillers to complete any recent or outstanding abandonment logs. Our intent is to include these in the future quarterly addenda.

ID	POET	Address
WS-020		N2982 SHORE DR, MARINETTE, WI 54143-9230
WS-022		W478 OAKWOOD BEACH RD, MARINETTE, WI 54143-9576
WS-028		N3027 WOODLAND RD, MARINETTE, WI 54143-9577
WS-031		W454 OAKWOOD BEACH RD, MARINETTE, WI 54143-9576
WS-043		W491 OAKWOOD BEACH RD, MARINETTE, WI 54143-9570
WS-044		W936 COUNTY ROAD B, MARINETTE, WI 54143-9794
WS-049	POET-35	W427 OAKWOOD BEACH RD, MARINETTE, WI 54143-9572
WS-050		N2988 SHORE DR, MARINETTE, WI 54143-9230
WS-067	POET-39	N2921 SHORE DR, MARINETTE, WI 54143-9229
WS-082C		Two forms for four wells at this address:
WS-082D		N2795 SHORE DR, MARINETTE, WI 54143-9566
WS-086		N2932 SHORE DR, MARINETTE, WI 54143-9230
WS-091		W470 OAKWOOD BEACH RD, MARINETTE, WI 54143-9576
WS-101		W770 COUNTY ROAD B, MARINETTE, WI 54143
WS-103		N2811 STANLEY LN, MARINETTE, WI 54143-9488
WS-108		N2761 STANLEY LN, MARINETTE, WI 54143-9766
WS-121A	POET-16	N2820 SHORE DR, MARINETTE, WI 54143-9566
WS-124		W981 COUNTY ROAD B, MARINETTE, WI 54143-9794
WS-126	POET-23	W896 COUNTY ROAD B, MARINETTE, WI 54143-9794
WS-137		N2930 COOKE LN, MARINETTE, WI 54143-9571
WS-139		N2938 SHORE DR, MARINETTE, WI 54143-9230
WS-150		N2610 SHORE DR, MARINETTE, WI 54143-9226
WS-161		W923 MADSEN RD, MARINETTE, WI 54143

Alyssa Sellwood, PE (WI)
Water Resources Engineer | Remediation and Redevelopment Program
Wisconsin Department of Natural Resources
101 S. Webster Street, Madison, WI 53703
Phone: 608-622-8606
Alyssa.Sellwood@wisconsin.gov

dnr.wi.gov
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Sellwood, Alyssa A - DNR

From: Denice Nelson <denice.karen.nelson@jci.com>
Sent: Friday, December 12, 2025 8:37 AM
To: Sellwood, Alyssa A - DNR
Subject: Re: Questions on Deep Well Documentation Report

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Hi Alyssa -

Culligan does annual maintenance of the RO systems, which includes filter changeouts and sanitization. During their O&M, Culligan does routine TDS testing through the system; when they reach <80 TDS rejection, they change/replace the membrane on the RO.

Thanks-

Denice Nelson
Senior Director, Remediation and Strategy
Johnson Controls

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From: Sellwood, Alyssa A - DNR <alyssa.sellwood@wisconsin.gov>
Sent: Monday, December 8, 2025 8:41 AM
To: Denice Nelson <denice.karen.nelson@jci.com>
Subject: RE: Questions on Deep Well Documentation Report

Thank you Denice. For the RO filter, which is “replaced as necessary”, what are the criteria to signal replacement is needed?

Alyssa Sellwood, PE (WI)
Phone: 608-622-8606
Alyssa.Sellwood@wisconsin.gov

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From: Denice Nelson <denice.karen.nelson@jci.com>
Sent: Monday, December 8, 2025 8:18 AM
To: Sellwood, Alyssa A - DNR <alyssa.sellwood@wisconsin.gov>
Subject: Re: Questions on Deep Well Documentation Report

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Alyssa - My apologies - I forgot to send this to you last week - I verified the answers with the team - they are below in blue.

Please let me know if you need anything else.

Denice

Denice Nelson
Senior Director, Remediation and Strategy
Johnson Controls

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From: Sellwood, Alyssa A - DNR <alyssa.sellwood@wisconsin.gov>
Sent: Monday, December 1, 2025 9:57 AM
To: Denice Nelson <denice.karen.nelson@jci.com>
Subject: Questions on Deep Well Documentation Report

Denice -

With regards to the Oct. 7, 2025 Deep Well Documenation Report, could you please respond to this email with the following information:

1. What is the maintenance frequency/schedule for the treatment systems installed on the new deep wells?
   Reverse osmosis filters are sanitized on an annual basis and replaced as necessary. High efficiency water softeners are set based on initial water quality tests and can be adjusted as necessary by Culligan at the request of the homeowner/tenant. Softening salts are delivered on an as-needed basis.
2. Were the drinking water samples collected approximately 1-year after installation of a deep well collected before any maintenance was completed on the reverse osmosis system for each household?
   Correct - Final drinking water samples were collected approximately 1-year after installation of the deep well treatment system and prior to any maintenance on the RO system.

Thank you

Alyssa Sellwood, PE (WI)
Water Resources Engineer | Remediation and Redevelopment Program
Wisconsin Department of Natural Resources
101 S. Webster Street, Madison, WI 53703
Phone: 608-622-8606
Alyssa.Sellwood@wisconsin.gov

dnr.wi.gov
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Please visit our survey to provide feedback on your experience interacting with any DNR employee.

Attachment C
Missing Well Construction and Well Abandonment Logs

JCI/Tyco Well ID	Missing Replacement Well Construction Log? (WI Well ID)	Missing Well Abandonment Log?
WS-020	YES (ACD980)	YES
WS-022	YES (ACE013)	YES
WS-028	YES [1] (ACF746)	YES
WS-031	YES (ACE011)	YES
WS-043	YES (ACE009)	YES
WS-044		YES
WS-049		YES
WS-050	YES (ACD979)	YES
WS-055	YES (AAE191)	YES
WS-056	YES (ACD981)	
WS-058	YES [2] (ABV047)	
WS-063	YES [1] (ABV783)	
WS-067		YES
WS-072	YES [1] (AAW650)	
WS-082C		YES
WS-082D		YES
WS-086	YES (ACE018)	YES
WS-091	YES (ACD978)	YES
WS-101	YES (AAE192)	YES
WS-103		YES
WS-108	YES (AAE190)	YES
WS-121A		YES
WS-124		YES
WS-126		YES
WS-130	YES (ACE019)	
WS-135	YES (ACE015)	YES
WS-138	YES (AAE189)	
WS-139	YES (ACE012)	YES
WS-144		YES
WS-150	YES (ACE014)	YES
WS-159	YES (ACD977)	
WS-161		YES
WS-165		YES
WS-170		YES
WS-171		YES

[1] Not included in JCI/Tyco's list at the end of Appendix D of the Deep Well Report.

[2] A construction log is provided in the Deep Well Report, but it does not show liner construction.