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ARIZONA CORP COMMISSION  
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BEFORE THE ARIZONA CORPORATION COMMISSION

Arizona Corporation Commission

DOCKETED

MAY 14 2012

COMMISSIONERS

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10 PAUL NEWMAN  
11 SANDRA D. KENNEDY  
12 BOB STUMP  
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14 **IN THE MATTER OF THE**  
15 **COMMISSION ON ITS OWN MOTION**  
16 **INVESTIGATING THE FAILURE OF**  
17 **TRUXTON CANYON WATER**  
18 **COMPANY TO COMPLY WITH**  
19 **COMMISSION RULES AND**  
20 **REGULATIONS**

Docket No. W-02168A-10-0247

**RESPONSE TO STAFF'S CLOSING BRIEF**

21 The stated purpose of the closing briefs is to identify the statutes and rules Staff claims  
22 were violated by Truxton Canyon Water Company ("Truxton" or "Company") and identify the  
23 exact facts that constituted the violation. Truxton hereby responds to each count and issues  
24 raised by Staff.

25 **Count One - Violation of A.R.S. § 40-321.A**

26 A.R.S. § 40-321.A grants the Commission the power to set equipment and service  
27 standards for public service corporations and enforce those standards through regulations and  
28 orders. Truxton has continuously maintained that it cannot violate this statute granting the

1 Commission powers. Staff now acknowledges that Truxton has not somehow violated A.R.S. §  
2 40-321.A. *See* Staff's Closing Brief at p. 4, lines 3-4; and *see id.* at p. 13, lines 17-22 (no claim  
3 that Truxton violated A.R.S. § 40-321.A. Therefore, this allegation must be dismissed.  
4

5 **Count Two – Alleged Violation of A.A.C. R14-2-407.A**

6 A.A.C. R14-2-407.A requires water companies to provide potable water to its customers.  
7 Water delivered by Truxton to its customers is potable. The term potable means drinkable. *See*  
8 Merriam Webster Dictionary, term “potable” ([www.merriam-webster.com](http://www.merriam-webster.com), 2012). At the  
9 hearing, Rick Neal testified that the water is drinkable. *See* Rehearing Transcripts (“Tr.”) at p.  
10 325, line 13 – p. 326, line 13. Nowhere on the record does Staff or other party dispute that the  
11 water is drinkable.  
12

13 It is important to note that at no time has Staff or the Arizona Department of  
14 Environmental Quality (“ADEQ”) asked or demanded that Truxton stop serving water to its  
15 customers because it is not safe to drink. If the water was truly nonpotable, ADEQ and the  
16 Commission would be compelled to protect the public and stop Truxton from serving it to  
17 customers. The fact that this has not occurred shows that both Staff and ADEQ believe the water  
18 is potable.  
19

20 Nevertheless, to support its claim that Truxton violated A.A.C. R14-2-407.A, Staff relies  
21 on the fact that the water now exceeds the allowable content of arsenic in drinking water. First,  
22 it is important to note that in 2001 the Environmental Protection Agency (“EPA”) reduced the  
23 arsenic standard from 50 parts per billion (ppb) to 10 parts per billion. Second, arsenic is  
24 naturally occurring, so the exceedance is not due to any action by Truxton. Third, Truxton  
25 initially detected an arsenic exceedance in 2007, six years after the EPA changed the rules.  
26 Fourth, the EPA has offered small systems like Truxton up to 14 years to achieve compliance  
27  
28

1 with the new arsenic standards. *See* Neal Testimony, Tr. at p. 326, lines 1 – 13; *see* also  
2 Attachment 1, p. 3.<sup>1</sup> Certainly, if water exceeding 10 ppb of arsenic was nonpotable, the EPA  
3 would not allow water companies throughout the United States to continue to serve it for an  
4 additional 14 years. Thus, in light of these facts, the court cannot find that the water served by  
5 Truxton is nonpotable.  
6

7       Lastly, Staff relies on noncompliance with ADEQ rules to establish that Truxton is not  
8 providing potable water. *See* Staff’s Closing Brief at p. 5. But ADEQ has never found that the  
9 water being served is nonpotable. Rather, ADEQ has determined that Truxton did not comply  
10 with its monitoring and reporting rules. Nowhere on the record is there any evidence that  
11 Truxton has served, or is serving, nonpotable water. Thus, the allegation that Truxton has  
12 violated A.A.C. R14-2-407.A is misplaced.  
13

14 **Count Three – Alleged Violation of A.A.C. R14-2-407.E**

15       A.A.C. R14-2-407.E requires water companies to maintain at least 20 psi “at the  
16 customer’s meter or point of delivery.” The Closing Brief states, “Staff no longer believes that  
17 there was a violation of A.A.C. R14-2-407(E).” P. 6, lines 11-12. Truxton agrees. The  
18 Company points out, however, that in the conclusion of Staff’s Closing Brief, it recommends that  
19 the Commission find Truxton violated 407(E). This appears to be an oversight. Accordingly,  
20 this allegation should be dismissed.  
21

22 **Count Four– Alleged Violation of A.A.C. R14-2-407.C**

23       A.A.C. R14-2-407.C states that “each utility shall make reasonable efforts to supply a  
24 satisfactory and continuous level of service.” To support its allegation, Staff relies on the fact  
25 that “historically” ADEQ determined that Truxton has not complied with several monitoring and  
26  
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28  

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<sup>1</sup> The court can take judicial notice of the EPA Information Sheet.

1 reporting rules. *See* Staff’s Closing Brief at p. 6, lines 14 – 20. Further, Staff incorrectly  
2 insinuates that the water served by Truxton does not meet ADEQ’s standards for TTHMs,  
3 HAA5s, and disinfection bi-products. *Id.* at p. 6, lines, 16-18. But this is simply not true. There  
4 is no evidence that the water Truxton serves does not meet these ADEQ standards. What ADEQ  
5 states is that Truxton did not timely file the proper reports.  
6

7 More importantly, Staff “concedes that several noncompliant issues have been corrected  
8 or in the process of being corrected.” *Id.* at p. 6, lines 21 – 22. Further, nowhere does Staff  
9 explain how these monitoring and reporting issues with ADEQ translate into the company not  
10 making reasonable efforts to supply a satisfactory and continuous level of service to its  
11 customers. Thus, with Staff’s admission that Truxton either has or is correcting the ADEQ  
12 compliance issues, it would seem unreasonable to now penalize Truxton for “historic” reporting  
13 violations to another agency.  
14

15 **Count Five - Alleged Violation of A.R.S. § 40-301.B**  
16

17 A.R.S. § 40-301.B allows a public service corporation to assume debts payable within a  
18 year; however, such corporations need Commission approval if the debt term is longer than a  
19 year. Staff claims that the long-term liability appearing on the Company’s balance sheet has  
20 violated this rule. But this alleged long-term debt was simply an accountant reclassification from  
21 accounts payable to long term debt. *See* Notice of Filing Documents Requested by Court,  
22 Attachment 2, Letter from Hilarie Pierce (Mar. 8, 2012). The accounts payable grew to over  
23 \$400,000 because Truxton could not pay the Trust for water purchases, management, and other  
24 fees payable to the Trust. *See id.* In other words, the Company’s debt arose because it could not  
25 pay its bills. Over the years, the Trust has been giving money to Truxton and the accounts  
26 payable grew. *See id.*; and *see* Neal Testimony, Tr. p. 280, lines 13 - 17. In sum, the owner of  
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1 the company, the Trust, put more than \$400,000 into the Company over many years to cover the  
2 costs to operate the system and pay its expenses; this was not long-term debt, even if tax  
3 accountants later classified it because the Company could not pay the bills.  
4

5         Meanwhile, Staff is arguing (1) Truxton's debt exceeding \$400,000 to the Trust should  
6 be erased as "paid in capital" and (2) the Company should face fines and penalties, including  
7 taking of the Company from the owner's control. In other words, Staff's position is that because  
8 the Trust did not get Commission approval every time the Company failed to pay its water bill or  
9 management fee expenses, the debt should be erased, the Commission should fine the Company,  
10 and control of the Company should be taken away from the owners. Further, Staff has never  
11 explained how these payments, or deferral of payments, constitutes long-term debt. Clearly, this  
12 position is untenable and should be rejected.  
13

14 **Count Six - Alleged Violation of A.R.S. § 40-302.A.**

15         Similarly, A.R.S. § 40-302.A requires water companies to secure Commission authority  
16 before taking a long-term loan. Essentially, this is the same argument as above, and Staff applies  
17 the same argument here as it does for A.R.S. § 40-301.B. By this reference, Truxton  
18 incorporates its argument set forth in the subsection addressing A.R.S. § 40-301.B, noting again  
19 that the money at issue was an account payable, not a long-term debt. Therefore, applying  
20 penalties and fines is not appropriate.  
21

22 **Count Seven - Alleged Violations of A.R.S. § A.R.S. § 40-221, A.R.S. § 40-221.C, and**  
23 **A.A.C. R14-2-411.D.2**  
24

25         A.R.S. § 40-221. First, it must be noted that Staff claims Truxton violated A.R.S. § 40-  
26 221 and A.R.S. § 40-221.C. A.R.S. § 40-221 has subsections A, B, and C. Subsections A and B  
27 grant the Commission power to prescribe record-keeping methods and accounts. Accordingly,  
28

1 Truxton cannot violate Subsections A or B. Nonetheless, by continuing to ask the Commission  
2 to find Truxton violated both A.R.S. § 40-221 and A.R.S. § 40-221.C, Staff seems to still be  
3 arguing that Truxton violated subsections A and B of this statute. But there is no support for this  
4 argument in the Closing Brief. Staff only cites A.R.S. § 40-221.C, which again is a separate  
5 claim. Thus, the allegation that Truxton violated A.R.S. § 40-221 should be dismissed.  
6

7 A.R.S. 40-221.C. A.R.S. § 40-221.C states a utilities cannot keep additional records  
8 unless the records are explanatory or supplemental. Staff argues Truxton violated this statute  
9 because its records were not kept according to NARUC or GAPP. See Staff's Closing Brief at p.  
10 7 and 8. But this statute allows water companies like Truxton to keep explanatory and  
11 supplemental records. See A.R.S. § 40-221.C. In its Closing Brief, Staff does not identify one  
12 document that it should not have kept to supplement the accounts or records. See Staff's Closing  
13 Brief at p. 7 and 8. Therefore, there is no evidence that Truxton violated A.R.S. § 40-221.C.  
14

15 A.A.C. R14-2-411.D.2. A.A.C. R14-2-411.D.2 requires that each utility shall maintain  
16 its books and records in conformity with the NARUC Uniform Systems of Accounts for Class A,  
17 B, C and D Water Utilities. Staff argues that the Companies are not compliant with NARUC and  
18 GAAP. See Staff's Closing Brief at p. 7. The Company admits that in the past, its records were  
19 not compliant with NARUC. However, this is typical of a small water company. See Sonn  
20 Rowell's Testimony, Tr. p. 35; and p. 83 - 85. It is undisputed that Truxton's financial records in  
21 approximately the same condition as other similarly situated small water companies. *Id.* In fact,  
22 the Company now has three accountants that are working to ensure the Company is compliant,  
23 and maintains compliance. See Rick Neal's Testimony at p. 312, lines 21 - 24. Nevertheless,  
24 Staff still claims that the Company is not compliant. Yet, when asked what needs to be done to  
25 become compliant, Staff told the Company it was not going to tell them what was wrong. *Id.* at  
26  
27  
28

1 p. 311, lines 13 – 23. In the Closing Brief, Staff still failed to explain how Truxton is now not  
2 compliant. Therefore, the court should find that Truxton is now in material compliance with  
3 NARUC and GAAP and no fines or penalties, including the appointment of an interim manager,  
4 should be ordered based upon a violation of this statute.  
5

6 **Count Eight - Alleged Violation of A.A.C. R14-2-411.D.1**

7 A.A.C. R14-2-411.D.1 requires utilities to “keep general and auxiliary accounting  
8 records reflecting the cost of its properties, operating income and expense, assets and liabilities,  
9 and all other accounting and statistical data necessary to give complete and authentic information  
10 as to its properties and operations.” Again, Staff’s Closing Brief does not explain exactly how  
11 Truxton violated this rule. Rather, Staff simply cites this rule under the heading of NARUC and  
12 GAAP accounting. *See* Staff’s Closing Brief at p. 7. Truxton does have general and accounting  
13 records that detail the financial data of its properties and its operations. In fact, it has filed a rate  
14 case based upon such data and such application was NARUC complaint. *See* Sonn Rowell’s  
15 Testimony, Tr. at p. 85. Therefore, this allegation should be dismissed.  
16  
17

18 **Count Nine - Alleged Violation of A.A.C. R14-2-411.A.1 and 14-2-411.A.2**

19 A.A.C. R 14-2-411.A.1. A.A.C. R 14-2-411.A.1 states “[e]ach utility shall make a full  
20 and prompt investigation of all service complaints made by its customers, either directly or  
21 through the Commission.” The Company admits that at times in the past then-managers did not  
22 respond properly to complaints. However, there were extenuating circumstances. When Marc  
23 Neal’s wife fell ill with life-threatening lung cancer, the Company did not have money to hire  
24 another manager. Rick Neal Testimony, Tr. p. 269-70. Marc Neal handed over the management  
25 of the Company to Mike Neal, who was simultaneously trying to operate the water system,  
26 which was simply too much for Mike Neal to address and explains why there were shortcomings.  
27  
28

1 But more importantly, these issues have been resolved. The Company is now managed by Rick  
2 Neal, Mike Neal has returned to operations, and Marc Neal is assisting both operations and  
3 management. See Rick Neal Testimony, Tr. p. 270, lines 14 – 19. There is no question that the  
4 Company’s complaint service is now sufficient. See Staff’s Closing Brief at p. 12, lines 18-19.  
5 Therefore, Truxton asserts that the Commission should not penalize the Company since the  
6 problem, which arose due to a life-threatening illness in the family, was resolved.  
7

8 A.A.C. R14-2-411.A.2. Similarly, A.A.C. R14-2-411.A.2 states, “[t]he utility shall  
9 respond to the complainant and/or the Commission representative within five working days as to  
10 the status of the utility investigation of the complaint. Essentially, Staff applies the same  
11 argument here as it does for A.A.C. R14-2-411.A.1. By this reference, Truxton incorporates its  
12 argument set forth in the subsection addressing A.A.C. R14-2-411.A.1, noting again that issues  
13 have been rectified by current management, which Staff acknowledges. As explained  
14 previously, applying penalties and fines for resolved customer service issues is not appropriate.  
15  
16

17 **Count Ten - Alleged Violation of A.A.C. R14-2-406.G**

18 A.A.C. R14-2-406.G states that main extension agreements must be in writing and signed  
19 by the parties. There is no evidence that Truxton violated this rule, and Truxton maintains that it  
20 has never violated this rule. Apparently, Staff now agrees. See Staff’s Closing Brief at p. 4, lines  
21 3-4; and see *id.* at p. 13, lines 17-22 (no claim that Truxton violated A.A.C. R14-2-406.G).  
22 Therefore, this allegation must be dismissed.  
23

24 **Count Eleven - Alleged Violation of A.A.C. R14-2-406.M**

25 A.A.C. R14-2-406.M states “[a]ll agreements under this rule shall be filed with and  
26 approved by the Utilities Division of the Commission. No agreement shall be approved unless  
27 accompanied by a Certificate of Approval to Construct as issued by the Arizona Department of  
28

1 [Environmental Quality].” Staff now agrees that Truxton has not violated this statute with  
2 respect to the main extension agreement with Mr. Bacus. *See* Staff’s Closing Brief at p. 10, line  
3 28 – p. 11, line 2. But Staff has taken the position that Truxton was required to file the  
4 agreement with Northern Arizona Consolidated Fire District (NACFD). Staff’s only argument is  
5 that it received the agreement from NACFD, not Truxton. Staff’s Closing Brief at p. 10,  
6 lines 18 – 23.  
7

8 But what Staff continues to overlook is that the agreement with NACFD was not a main  
9 extension agreement. At the hearing, Rick Neal testified to this fact at the hearing. *See*  
10 Transcript dated Mar. 1, 2012, at p. 290, line 23 – p. 291, line 2. Neither at the hearing nor in the  
11 Closing Brief does Staff contest this point. *See*, e.g. Staff’s Closing Brief at p. 10. Thus, the  
12 allegation that Truxton violated A.A.C. R14-2-406.M should be dismissed.  
13

14 **Count Twelve - Alleged Violation of A.A.C. R14-2-409.D.1**

15 A.A.C. R14-2-409.D.1 requires water companies to bill customers under the applicable  
16 tariff. Staff has offered no facts to support its allegation and dropped its claim that Truxton  
17 violated A.A.C. R14-2-409.D.1. *See* Staff’s Closing Brief at p. 13, lines 17-22 (no claim that  
18 Truxton violated A.A.C. R14-2-409.D.1). Thus, this allegation must be dismissed.  
19

20 **Count Thirteen - Alleged Violation of A.R.S. § 40-202.L**

21 A.R.S. § 40-202.L states public service corporation shall comply with every order,  
22 decision, rule or regulation made by the commission in any matter relating to or affecting its  
23 business as a public service corporation and shall do everything necessary to secure compliance  
24 with and observance of every such order, decision, rule or regulation. Staff is now arguing that  
25 Truxton is violating this statute, in part because it has not obtained the wells owned by the Trust.  
26 However, this argument is misplaced. First and foremost, Truxton cannot compel the Trust to  
27  
28

1 transfer to wells and other equipment to it. Just as important, Truxton has offered Staff three  
2 plans regarding how it could acquire the assets necessary to provide service. The Company has  
3 suggested that the Company can buy the Trust's wells and pipeline for fair value; the Company  
4 can lease to own the wells and pipeline; and the Company can purchase the wells and pay the  
5 Trust to wheel water through the pipeline. *See* Notice of Filing Rebuttal Testimony and  
6 Exhibits; Rebuttal Testimony of Rick Neal, at p. 6 (Jan. 27, 2012). But Staff refuses to address  
7 the substance of these proposals. Essentially, Staff has taken the position that the Trust should  
8 simply give the assets to the Company. *See* Rick Neal's Testimony, Tr. p. 286 – 287. Thus, the  
9 record shows that the Company has acted in good faith and it should not be penalized where  
10 Staff is essentially demanding that the Trust hand over the property free of charge.  
11  
12

13 **Count Fourteen - Alleged Violation of A.R.S. § 40-204.A**

14 A.R.S. § 40-204.A requires utilities to furnish the Commission documents in the form the  
15 commission prescribes. Staff claims that Truxton commingled funds and this violates A.R.S. §  
16 40-204.A. However, this statute does not address commingling of funds; it requires the  
17 Company to furnish the Commission information in forms prescribed by the Commission, such  
18 as annual reports. Truxton never failed to furnish the Commission with any Company  
19 documents. Moreover, Staff admits that Truxton is no longer commingling funds. *See* Closing  
20 Brief at p. 9, line 2.  
21  
22

23 In addition, Staff argues that Truxton was willfully reporting inaccurate water loss  
24 figures. *Id.* at p. 9, lines 8-11. However, this is simply not true. As Staff knows, under the  
25 water supply agreement Truxton only paid for water actually delivered to its customers, and  
26 accordingly, Truxton was reporting the amount of water purchased from the Trust and delivered  
27 to the customer, which was the same amount. *See id.* at p. 9, lines 8 – 13. Truxton never denied  
28

1 there were water losses; but they were losses attributable to the Trust. Therefore, it cannot be  
2 claimed that Truxton was not filing accurate data with the Commission.

3 **Count Fifteen - Alleged Violation of A.R.S. § 40-204.B**

4  
5 A.R.S. § 40-204.B requires water companies to provide the Commission with copies of  
6 any requested documents. There is no evidence that the Company ever denied the Commission  
7 the opportunity to review or receive copies of any of its requested document. Nowhere does  
8 Staff claim in the Closing Brief that Truxton failed to allow Staff to inspect or receive copies of  
9 the Company's documents. Therefore, this allegation should be dismissed.  
10

11 **Count Sixteen- Alleged Violation of Ariz. Const. Art. XV. § 3**

12 Ariz Const. Art. XV. § 3 grants the Commission power to regulate public service  
13 corporations. Truxton has continuously maintained that it cannot violate this constitutional  
14 provision granting the Commission powers. Staff now acknowledges that Truxton has not  
15 somehow violated Ariz. Const. Art. XV. § 3. *See Staff's Closing Brief at p. 13, lines 17-22 (no*  
16 *claim that Truxton violated Ariz. Const. Art. XV. § 3).* Therefore, this allegation must be  
17 dismissed.  
18

19 **CONCLUSION**

20 For all of the reasons stated above, the court should find that Truxton is in material  
21 compliance with the provisions identified above, and should recommend to the Commission that  
22 no fines or penalties be assessed, and that the interim manager should not be appointed.  
23

24 Dated this 14<sup>th</sup> day of May, 2012.

25 **MOYES SELLERS & HENDRICKS LTD.**

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27 Steve Wene

28 Attorneys for Truxton Canyon Water Company

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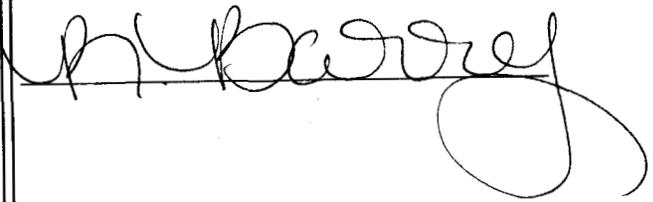
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# ATTACHMENT 1



## Water: Arsenic

You are here: [Water](#) » [Laws & Regulations](#) » [Regulatory Information](#) » [Safe Drinking Water Act](#) » [Arsenic](#) » Basic Information about the Arsenic Rule

# Basic Information about the Arsenic Rule

Arsenic occurs naturally in rocks and soil, water, air, and plants and animals. It can be further released into the environment through natural activities such as volcanic action, erosion of rocks and forest fires, or through human actions. Approximately 90 percent of industrial arsenic in the U.S. is currently used as a wood preservative, but arsenic is also used in paints, dyes, metals, drugs, soaps and semi-conductors. High arsenic levels can also come from certain fertilizers and animal feeding operations. Industry practices such as copper smelting, mining and coal burning also contribute to arsenic in our environment.

### Arsenic in Drinking Water Consumer Information

[Arsenic in your Drinking Water:  
Just the Facts for Consumers PDF](#)  
(2pp, 298K)

You will need Adobe Reader to view some of the files on this page. See [EPA's PDF page](#) to learn more.

Higher levels of arsenic tend to be found more in ground water sources than in surface water sources (i.e., lakes and rivers) of drinking water. The demand on ground water from municipal systems and private drinking water wells may cause water levels to drop and release arsenic from rock formations. Compared to the rest of the United States, western states have more systems with arsenic levels greater than EPA's standard of 10 parts per billion (ppb). Parts of the Midwest and New England have some systems whose current arsenic levels are greater than 10 ppb, but more systems with arsenic levels that range from 2-10 ppb. While many systems may not have detected arsenic in their drinking water above 10 ppb, there may be geographic "hot spots" with systems that may have higher levels of arsenic than the predicted occurrence for that area.

If you are concerned about arsenic in a private well, please visit:

- [EPA's private drinking water wells web site](#); or
- [Water Systems Council web site](#) [EXIT Disclaimer](#)

If you are looking for information on arsenic in treated wood, please visit EPA's Pesticides Pre-registration web site for [Chromated copper arsenate](#).

- [What is arsenic?](#)
- [How does arsenic get into my drinking water?](#)
- [What are arsenic's health effects?](#)
- [Is my private well at risk from arsenic?](#)
- [Should I have my water tested for arsenic?](#)
- [What types of water systems must comply with the standard?](#)
- [When does my public water system have to comply with EPA's revised maximum contaminant level of 10 parts per billion for arsenic?](#)

- Can my small public water system (PWS) receive an extension of the compliance date to complete needed capital improvements?
- Is the maximum contaminant level of 10 parts per billion based on total arsenic or inorganic arsenic?

#### **What is arsenic?**

Arsenic is a semi-metal element in the periodic table. It is odorless and tasteless.

#### **How does arsenic get into my drinking water?**

Because it occurs naturally in the environment and as a by-product of some agricultural and industrial activities, it can enter drinking water through the ground or as runoff into surface water sources.

#### **What are arsenic's health effects?**

Human exposure to arsenic can cause both short and long term health effects. Short or acute effects can occur within hours or days of exposure. Long or chronic effects occur over many years. Long term exposure to arsenic has been linked to cancer of the bladder, lungs, skin, kidneys, nasal passages, liver and prostate. Short term exposure to high doses of arsenic can cause other adverse health effects, but such effects are unlikely to occur from U.S. public water supplies that are in compliance with the arsenic standard.

If you are looking for more information about **health effects**, please visit the [Center for Disease Control's arsenic web site](#).

#### **Is my private well at risk from arsenic?**

Like many contaminants that enter drinking water supplies, arsenic is potentially hazardous at high levels. Because you cannot see or taste arsenic in water, it is up to the well owner to test for arsenic. Arsenic tends to occur more frequently in ground water supplies, especially when demand causes significant drops in water levels in certain areas. It is best to consult your local health department about this situation and ask about your area. You may also wish to talk with your state geological survey office or USDA agent.

#### **Should I have my water tested for arsenic?**

If your water comes from a municipal or privately-owned water company that has more than 15 service connections or serves 25 people more than 6 months of a year, they are already testing for arsenic in your water. If you own your own, individual well, you are responsible for testing it. Contact your local health department or look in the yellow pages in your area for a testing laboratory. Be sure they are certified to do drinking water testing. You can also call the Safe Drinking Water Hotline at 800-426-4791 and ask for the state certification officer who can give you the names of labs in your area that can do the testing.

#### **What types of water systems must comply with the standard?**

The new standard will apply to all 54,000 community water systems. A community water system is a system that serves 15 locations or 25 residents year-round, including most cities and towns, apartment buildings, and mobile home parks with their own water supplies. EPA estimates that roughly five percent, or 3,000 community water systems serving 11 million people, will have to take corrective action to lower the current levels of arsenic in their drinking water.

The revised standard will also apply to the 20,000 non-community water systems that serve at least 25 of the same people more than six months of the year, such as schools, churches, nursing homes, and factories. EPA estimates that five percent, or 1,100 of these water systems, serving approximately 2 million people, will need to take measures to meet the revised standard.

**When does my public water system have to comply with the EPA's revised groundwater arsenic standard of 10 parts per billion for arsenic?**

January 23, 2006 is the compliance deadline for the revised arsenic standard of 10 ppb MCL.

**Can my small public water system (PWS) receive an extension of the compliance date to complete needed capital improvements?**

All systems were given five years from the date the rule was published (January 22, 2001) to achieve compliance. Exemptions for an additional three years can be made available to qualified systems by their state. For those qualified systems serving 3,300 persons or less, up to three additional two-year extensions to the exemption are possible, for a total exemption duration of nine years. When added to the five years provided for compliance by the rule, this allows up to 14 years for small systems serving up to 3,300 people to achieve compliance. Contact your state's drinking water agency to find out if the system can obtain an exemption to complete needed capital improvement projects.

**Is the maximum contaminant level of 10 parts per billion based on total arsenic or inorganic arsenic?**

The MCL for arsenic in drinking water is based on total arsenic including both organic and inorganic forms.

If you have more questions about arsenic, [you may find your answer on our question and answer database.](#)

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Last updated on Tuesday, March 06, 2012