



STATE OF MISSISSIPPI  
TATE REEVES  
GOVERNOR  
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
CHRIS WELLS, EXECUTIVE DIRECTOR

November 13, 2025

CERTIFIED MAIL 7019 1120 0000 4785 6858

Mr. Russell Kostka  
Pinecrest Sewer Company, Forest Hill Subdivision  
1954 McClellan Lane  
Germantown, TN 38138

**Re: Pinecrest Sewer Company, Forest Hill Subdivision  
Order No. 7579 25**

Dear Mr. Kostka:

Enclosed you will find a copy of Order No. 7579 25, which has been executed by the Executive Director of the Mississippi Department of Environmental Quality, Chris Wells, on behalf of the Mississippi Commission on Environmental Quality.

The enclosed Order assesses a civil penalty. The penalty payment, when due, should be made by check payable to the Mississippi Department of Environmental Quality and returned in the enclosed, self-addressed envelope.

If you have any questions regarding your obligations under the enclosed order, please contact Geoffrey Martin at (601) 961-5024.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bradley R. Crain".

Bradley R. Crain, P.E., BCEE  
Chief, Municipal and Commercial Wastewater Division

Enclosure

Agency Interest No. 14159  
ENF20250002

BEFORE THE MISSISSIPPI COMMISSION  
ON ENVIRONMENTAL QUALITY

MISSISSIPPI COMMISSION ON  
ENVIRONMENTAL QUALITY

COMPLAINANT

VS.

ORDER NO. 7579 25

PINECREST SEWER COMPANY, INC.  
6484 ROBBINS RIDGE LANE  
MEMPHIS, TENNESSE 38119

RESPONDENT

AGREED ORDER

COME NOW the Mississippi Commission on Environmental Quality (Commission), acting through the staff and Executive Director of the Mississippi Department of Environmental Quality (MDEQ), Complainant, and Pinecrest Sewer Company, Inc., Respondent, in the above captioned cause and agree as follows:

1.

Respondent owns and operates a wastewater treatment facility (the Facility) in the Forest Hill Subdivision, located on Center Hill Road, Olive Branch, Mississippi in DeSoto County. Respondent holds NPDES Permit No. MS0048038 (the Permit) which allows it to discharge treated domestic wastewater to an unnamed tributary of the Coldwater River.

By letters dated July 11, 2025 and July 17, 2025, Respondent was contacted by Complainant and notified of the following violations of the Permit:

- A. Respondent violated the Biochemical Oxygen Demand discharge limitations during the 2023 and 2024 monitoring periods.
- B. Respondent violated the Total Suspended Solids discharge limitations during the 2023 monitoring period.
- C. Respondent violated the Total Ammonia Nitrogen discharge limitations during the

2023 and 2024 monitoring periods.

- D. Respondent violated the Total Residual Chlorine discharge limitations during the 2023 and 2024 monitoring periods.
- E. Respondent failed to monitor Dissolved Oxygen during the 2023 monitoring period.
- F. Respondent failed to properly operate, maintain, and replace systems of treatment necessary to achieve compliance with the Permit in violation of Condition No. T-24 of the Permit which states, "The permittee shall at all times properly operate, maintain, and when necessary, promptly replace all facilities and systems of collection, treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit."
- G. Respondent failed to comply with all conditions of the Permit in violation of Condition No. T-23 of the Permit which states, "The permittee must comply with all conditions of this permit."

By email dated August 20, 2025, Respondent documented corrective actions it has taken to improve conditions at the Facility. Additionally, Respondent asserted it intends to connect to the DeSoto County Regional Utility Authority's sanitary sewer system once connection is made available.

2.

In lieu of a formal enforcement hearing concerning the violations listed above, Complainant and Respondent agree to settle this matter as follows:

- A. Respondent agrees to pay and Complainant agrees to accept a civil penalty in the amount of \$7,500.00. Respondent shall pay this penalty to MDEQ within forty-five (45) days after this Agreed Order has been executed by the MDEQ Executive Director or his designee. The settlement payment shall be submitted to:  
Mississippi Department of Environmental Quality  
Attn: Accounts Receivable  
P.O. Box 2339  
Jackson, MS 39225
- B. Respondent agrees to cease the discharge allowed by the Permit at the Facility and

connect the Facility's discharge to the DeSoto County Regional Utility Authority's sanitary sewer system no later than 30 days after connection is made available to Respondent. Respondent shall immediately submit written documentation to Complainant notifying it that the Facility has been connected to the DeSoto County Regional Utility Authority's sanitary sewer system and the discharge allowed by the Permit has ceased.

- C. Until Respondent connects to the DeSoto County Regional Utility Authority's sanitary sewer system, respondent shall comply with the following interim discharge limitations:

No.	Parameter	Limit	Frequency	Sample Type
1.	Ammonia Nitrogen, Total (as N) Effluent	39 pounds per day Maximum Monthly Average	Quarterly	Grab Sampling
2.	Ammonia Nitrogen, Total (as N) Effluent	Report pounds per day Daily Maximum	Quarterly	Grab Sampling
3.	Ammonia Nitrogen, Total (as N) Effluent	18 mg/L Maximum Monthly Average	Quarterly	Grab Sampling
4.	Ammonia Nitrogen, Total (as N) Effluent	Report mg/L Daily Maximum	Quarterly	Grab Sampling
5.	Chlorine, Total Residual Effluent	0.75 mg/L Maximum Monthly Average	Weekly	Grab Sampling
6.	Chlorine, Total Residual Effluent	Report mg/L Daily Maximum	Weekly	Grab Sampling

\*All other limitations and requirements of the Permit shall remain in effect.

- D. During the period that the interim limits are applicable, Respondent agrees to pay Complainant a stipulated penalty of \$250.00 for each violation of an interim limitation. The stipulated penalty will be payable to MDEQ, due within forty-five (45) days of written notification by Complainant that such payment became due.
- E. If Respondent fails to comply with Section 2.B. of this Agreed Order, Respondent agrees to pay Complainant a stipulated penalty of \$2,500.00 per month until

compliance is reached with Section 2.B.

- F. Complainant acknowledges that Respondent, a wholly owned subsidiary of Forest Hill Properties, Inc., may add additional sewage flow from future residential lots to its wastewater collection and treatment system, provided that the system has the capacity to adequately collect and treat the additional flow. This is contingent upon compliance with the requirements set forth in this Agreed Order, as well as all applicable limitations and requirements of the Permit that are not specifically addressed by this Agreed Order.

3.

Nothing in this Agreed Order shall limit the rights of MDEQ or the Commission in the event Respondent fails to comply with this Agreed Order. The Agreed Order shall be strictly construed to apply to those matters expressly resolved herein.

4.


Nothing contained in this Agreed Order shall limit the rights of MDEQ or the Commission to take enforcement or other actions against Respondent for violations not addressed herein and for future violations of environmental laws, rules, and regulations.

5.

Respondent understands and acknowledges that it is entitled to an evidentiary hearing before the Commission pursuant to Miss. Code Ann. § 49-17-31, and that it has made an informed waiver of that right.

ORDERED, this the 13th day of November, 2025.

MISSISSIPPI COMMISSION ON  
ENVIRONMENTAL QUALITY

BY:   
CHRIS WELLS  
EXECUTIVE DIRECTOR  
MISSISSIPPI DEPARTMENT  
OF ENVIRONMENTAL QUALITY

AGREED, this the 5<sup>th</sup> day of November, 2025.

PINECREST SEWER COMPANY, INC.

BY:   
RUSSELL KOSTKA  
MANAGING PARTNER

STATE OF TENNESSEE

COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named RUSSELL KOSTKA who first being duly sworn, did state upon his oath and acknowledge to me that he is the MANAGING PARTNER of PINECREST SEWER COMPANY, INC. and is authorized to sign and enter this Agreement.

SWORN AND SUBSCRIBED BEFORE ME, this the 5<sup>th</sup> day of November, 2025.

  
NOTARY PUBLIC

My Commission expires: Aug 16, 2026

