

[COPY]
ORIGINAL

Roy-Leon: Tyndall, Agent for ROY L TYNDALL
NAC: 7XH9R P9D1F
c/o 200 Baybrook Cir
Private Mailing Location
Nicholasville, Kentucky [40356]
(For Record Only: [REDACTED])

June *14*, 2025

RECEIVED

JUN 20 2025

**PUBLIC SERVICE
COMMISSION**

To:

Executive Director Linda C. Bridwell
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40602-0615

RE: Administrative Notice -- Refusal of Lawful Tender and Dishonor by Municipal Utility

Dear Executive Director Bridwell:

As part of a documented fiduciary remedy effort, the undersigned Agent provides administrative notice to the Kentucky Public Service Commission of a formal **Affidavit of Dishonor** executed following the refusal of lawful tender by the City of Nicholasville in full settlement of utility account #32211210-5.

This matter directly implicates the equitable regulation of municipal billing and settlement practices. A **Certified True Copy** of the governing **Special Durable Fiduciary Appointment** is included to affirm the standing of the Agent and the legal nature of the attempted discharge.

This correspondence is made in peace, without hostility, and in support of lawful record and oversight. You are not required to respond unless this record is disputed. Prior instruments, including the Affidavit of Facts and endorsed billing statement, have been received by your office under separate cover and are incorporated herein by reference.

Respectfully entered into the administrative record for review and fiduciary preservation.

Roy-Leon: Tyndall
Roy-Leon: Tyndall

Agent for ROY L TYNDALL – Private Trust Estate
By Special Appearance Only – All Rights Reserved

Date:

June 14, 2025

Enclosures:

- Cover Letter – COPY (addressed to Executive Director Bridwell)
- Affidavit of Dishonor (Certified True Copy)
- Special Durable Fiduciary Appointment (Certified True Copy)

All other referenced supporting instruments, including the Affidavit of Facts and endorsed billing statement, were previously mailed and are incorporated herein by reference.

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Mailing Copy Only
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AFFIDAVIT OF DISHONOR

Regarding Refusal of Lawful Tender – City of Nicholasville Utilities

Account No [REDACTED] **Principal: ROY L TYNDALL**

Affiant: Roy-Leon: Tyndall, Agent for ROY L TYNDALL

NAC: 7XH9R P9D 1F

c/o 200 Baybrook Cir

Private Mailing Location

Nicholasville, KY 40356

(For Record Only: [REDACTED])

I. AUTHORITY AND STANDING

I, Roy-Leon: Tyndall, being of lawful age and competent standing, do hereby affirm and declare under penalty of perjury and by private fiduciary oath, that the following is true, correct, and complete to the best of my knowledge and belief:

1. I am the lawfully appointed Agent for ROY L TYNDALL, the Principal in the above-referenced matter, acting in good faith with all rights reserved under private trust, commercial law, and equity.
2. This affidavit is executed for record and presentment as an act of lawful notice, evidentiary preservation, and demand for remedy.

II. PRESENTMENT OF TENDER

3. On **May 29, 2025**, I caused to be mailed via USPS Certified Mail (Tracking No. 7014 0510 0001 0868 1910) a full **Notice of Default and Final Tender for Full Settlement** to the City of Nicholasville.

4. The packet included:

- A notarized **Affidavit of Facts, Constructive Default, and Equitable Interest**
- A properly endorsed utility billing statement serving as tender
- A signed Cover/Conditional Payment Letter
- A Sealed Lawful Presentment Sheet
- All executed with jurisdictional clarity, reservation of rights, lawful tender protocol, and fiduciary authority

4.1. Fiduciary Authority Declared:

The undersigned Agent, Roy-Leon: Tyndall, is acting in full lawful capacity under a

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duly executed **Special Durable Fiduciary Appointment**, dated 14th day of June 2025, retained in original form within the trust binder record set. Said appointment affirms fiduciary authority over all administrative and municipal accounts affecting the Principal, including but not limited to utility, tax, licensing, mortgage, and student loan accounts.

A **Certified True Copy** of this fiduciary appointment may be included herein for administrative verification and public notice. Additional copies may be provided to the **Kentucky Secretary of State, Attorney General, Public Service Commission**, or other relevant agencies as necessary to preserve the lawful record and affirm jurisdiction.

5. Tender was made in accordance with:

- **UCC 3-603(b) / KRS 355.3-603(1):**
"If tender of payment of an obligation... is refused, there is discharge to the extent of the amount of the tender."
- **12 U.S.C. § 411:**
"Federal reserve notes... shall be redeemed in lawful money on demand at the Treasury..."
- **31 U.S.C. § 5118(a)(2):**
"An obligation may not require payment in gold or a particular kind of coin or currency."

III. DISHONOR AND REFUSAL

6. On **June 10, 2025**, I received the City's written response (dated June 5, 2025), stating:

"The payment... is not an accepted payment method by the Utility."

7. The City's response:

- Offered no rebuttal to the affidavit or fiduciary authority of the Agent
- Refused to honor setoff or recognize lawful discharge under UCC and KRS
- Attempted to compel payment through exclusive use of commercial portals and institutions
- Failed to cite any statute, ordinance, or law validating such rejection

8. The City's refusal constitutes:

- **Dishonor of lawful tender** under **KRS 355.3-603(1)** and **UCC 3-603**
- **Breach of fiduciary and statutory duty** to accept lawful means of discharge
- **Violation of commercial fairness and good faith** as required by:
 - **KRS 355.1-103(b):**
"Every contract or duty within KRS Chapters 355.1 to 355.9 imposes an obligation of good faith in its performance and enforcement."

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9. Their commercial coercion through private payment channels further violates:

- **KRS 369.102(1)(a)** -affirms the right to execute documents and perform obligations in non-electronic written form
- **Kentucky Constitution § 2:**
"Absolute and arbitrary power over the lives, liberty and property of freemen exists nowhere in a republic..."
- **Kentucky Constitution § 14:**
"All courts shall be open... and every person for an injury... shall have remedy by due course of law."
- **Kentucky Constitution § 177:**
"No city or town shall... delegate its duties... to any private person or corporation."

IV. CONSTITUTIONAL BREACH AND FEDERAL SUPREMACY

10. The City's actions also violate the United States Constitution, which supersedes all conflicting municipal or state policies:

- **Article VI, Clause 2 – Supremacy Clause:**
"This Constitution... shall be the supreme Law of the Land... anything in the Constitution or Laws of any State to the Contrary notwithstanding."
- **5th Amendment – Due Process:**
"No person shall... be deprived of life, liberty, or property, without due process of law..."
- **14th Amendment, Section 1 – Equal Protection & Due Process:**
"Nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny... equal protection of the laws."
- **1st Amendment – Right to Petition:**
"Congress shall make no law... abridging... the right of the people... to petition the Government for a redress of grievances."

11. As a municipal service entity operating under public authority, the City of Nicholasville is bound to uphold these rights. Their refusal to engage in lawful remedy and reliance on exclusive commercial systems constitutes a direct constitutional breach.

V. LAWFUL RECORDING OF DISHONOR

12. I hereby record this dishonor and administrative breach in trust, and reserve all rights under law and equity to pursue remedy.

13. All unrebutted statements in the original affidavit are hereby affirmed and carried forward.

14. Per KRS 421.210 and KRE 1001-1002, this sworn affidavit stands as prima facie evidence of dishonor and unlawful interference.

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VI. PRESERVATION OF RIGHTS AND RECORD

15. The original of this affidavit is retained in the trust archive.

16. A Certified True Copy (CTC) may be presented to public officers and lawful bodies as necessary.

17. All rights are reserved. No waiver of trust, title, remedy, or jurisdiction is granted or implied.

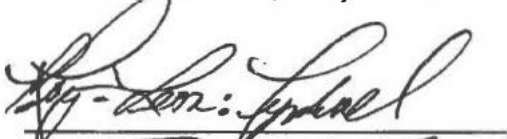
NOTICE TO:

- Darren Sammons, City Attorney – City of Nicholasville
- Mayor's Office – City of Nicholasville
- Kentucky Public Service Commission (PSC)
- Kentucky Secretary of State (KY SOS)
- Kentucky Attorney General (KY AG)

The undersigned Agent reserves all lawful right to fiduciary compensation in accordance with a previously issued and unrebutted Fee Schedule served. Time, labor, and expense incurred in pursuit of lawful remedy are not waived by this Affidavit and remain subject to equity and recovery under applicable law.

VII. DECLARATION OF GOOD FAITH

This affidavit and all supporting instruments are issued in good faith, without malice, and for the peaceful pursuit of lawful remedy. No commercial harm is intended to any party. The Affiant reserves all rights and protections under the United States Constitution, the Kentucky Constitution, and the Law of Equity. The intent is not retaliation, but restoration of order, settlement, and justice.


Date: June 14, 2025

Roy-Leon: Tyndall

Agent for ROY L TYNDALL – Private Trust Estate

By Special Appearance Only – All Rights Reserved –

Without Prejudice – UCC 1-308 – Under Seal

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SPECIAL DURABLE FIDUCIARY APPOINTMENT

ROY L TYNDALL – Principal • Roy-Leon: Tyndall – Agent

UTILITY, ADMINISTRATIVE, AND MUNICIPAL MATTERS

Principal: ROY L TYNDALL

Primary Account Reference: [REDACTED] City of Nicholasville

KNOW ALL MEN BY THESE PRESENTS:

I, the undersigned, ROY L TYNDALL (hereinafter "Principal"), being of competent mind and full standing under law and equity, do hereby appoint Roy-Leon: Tyndall, my trusted fiduciary, as **Special Durable Fiduciary Agent** (hereinafter "Agent") to act on my behalf in all lawful, equitable, and administrative matters associated with any and all utility, tax, property, voter, vehicle, licensing, or other public accounts, instruments, or files opened in or under any name or designation of the Principal.

Naming Variations:

For the purposes of this appointment, the name "ROY L TYNDALL" shall be construed to include and apply to all stylized, reversed, abbreviated, derivative, or administratively created renderings of the Principal's name including but not limited to:

- ROY LEON TYNDALL
- TYNDALL, ROYL
- Roy Tyndall

and any other variation assigned by corporate, municipal, or agency records. The family name is properly spelled Tyndall/TYNDALL.

I. APPOINTMENT AND STANDING

1. This durable fiduciary appointment is made for the express purpose of:
 - Investigating, auditing, and remedying long-standing financial coercion;
 - Executing lawful tender and asserting trust rights;
 - Correcting any contract or administrative action entered into without full disclosure or under presumed jurisdiction;
 - Securing full closure, discharge, or return of value belonging to the Principal or his Estate.
2. The Agent is authorized to correspond with, give notice to, or file equitable instruments before:

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SPECIAL DURABLE FIDUCIARY APPOINTMENT

ROY L TYNDALL – Principal • Roy-Leon: Tyndall – Agent

- The City Attorney, Mayor, or administrative officers of Nicholasville;
- The Kentucky Public Service Commission, Kentucky Secretary of State, and Attorney General;
- Any municipal, county, or state officer in receipt of fiduciary notice related to any affected account.

II. ACCOUNT SCOPE AND RETROACTIVE STANDING

3. This appointment applies to all:

- Active utility accounts;
- Dormant, closed, reassigned, or improperly retained accounts;
- Accounts historically held in the name of any estate member or household representative, including the Principal's lawful spouse.

4. The Agent is authorized to:

- Investigate and audit all billing and payment histories;
- Identify overpayments, withheld credits, unauthorized charges, or charges imposed in dishonor of lawful tender;
- Address any failure to properly recognize affidavits, fiduciary notices, or trust-based settlement instruments.

5. This appointment includes standing to act retroactively, correcting and preserving all rightful interest of the Principal.

III. REMEDY AND RETURN OF VALUE

6. The Agent is authorized to:

- Deliver notice of default, dishonor, or fiduciary interference;
- Recover monetary value improperly retained by local or state administrative accounts;
- Pursue equitable and lawful setoff of debt or obligation improperly incurred.

7. The Agent may operate under authority of:

- KRS 355.3-603, KRS 421.210, KRS 369.102
- 12 U.S.C. § 411, 31 U.S.C. § 5118(a)(2), 31 U.S.C. § 3720A
- 15 U.S.C. §§ 1605, 1615

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SPECIAL DURABLE FIDUCIARY APPOINTMENT

ROY L TYNDALL – Principal • Roy-Leon: Tyndall – Agent

- **UCC 1-103(b) and all relevant provisions of equity, trust, and commercial remedy**

See controlling authority at KRS 355.3-603 and 12 U.S.C. § 411, available for full reading in support documents or upon request.

IV. REAL PROPERTY FIDUCIARY INTEREST AND RECOVERY

8. This appointment further includes fiduciary authority concerning all real property matters within Kentucky, including but not limited to:

- **Property tax obligations and title records associated with 111 Leatherwood Lane (Jessamine County);**
- **Three (3) recorded mortgage accounts tied to said property;**
- **Any confiscatory action taken in violation of trust remedy or lawful setoff.**

9. The Agent is empowered to correct the public record, request return of funds or assets, and provide formal notice of breach, coercion, or denial of remedy.

V. ADMINISTRATIVE AND GOVERNMENT-ORIGINATED ACCOUNTS

10. The Agent is further authorized to reconcile or resolve any administrative account or registration created through accession to the Principal's government-issued credentials, including but not limited to:

- **Driver's license accounts**
- **Voter registration records**
- **Vehicle registration or title filings**
- **Public utility records**
- **Taxpayer identity or state-assigned benefit identifiers**
- **Student Loan accounts**
- **Any account opened through use or assumption of the Principal's SSN or derivation thereof**

11. The Agent may act to discharge, correct, or deliver notice to any such account for the sole benefit of the Principal and Estate, including retroactive correction of legal disability created by non-disclosure.

VI. PRESERVATION OF RIGHTS

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SPECIAL DURABLE FIDUCIARY APPOINTMENT

ROY L TYNDALL — Principal • Roy-Leon: Tyndall — Agent

12. All rights, titles, interests, and constitutional guarantees of the Principal are fully reserved.
13. No waiver of rights, property, jurisdiction, or capacity shall be implied.
14. This appointment shall not be construed to submit the Principal to any contract, program, or presumption not explicitly disclosed and voluntarily entered into with full and lawful notice.

VII. TERM, CUSTODY, AND INTENT

15. This appointment is durable and remains in effect until revoked in writing by the Principal or replaced by lawful successor instrument.
16. All original instruments are retained by the Agent or the trust estate, with Certified True Copies issued only for notice, record, and lawful presentment.
17. This instrument is executed not in hostility or retaliation, but for peaceful, honorable, and equitable settlement of all affairs, and to preserve the dignity, solvency, and legal protection of the Principal.

VIII. AGENT'S FIDUCIARY OATH

I, Roy-Leon: Tyndall, in accepting this appointment, do hereby affirm that I shall carry out my fiduciary obligations with full accountability, peace, and honor. I shall act for the benefit of the Principal with clean hands and good faith, under the Law of Equity and Trust, and preserve his interests without compromise to conscience, Creator, or contract.

Signature of Agent (Fiduciary Oath):

Date: June 14, 2025

Roy-Leon: Tyndall

Agent for ROY L TYNDALL — Private Trust Estate

By Special Appearance Only — All Rights Reserved

Executed under seal on this 14th day of June, 2025.

IX. DECLARATION OF ADDITIONAL AGENCY CAPACITY

Roy-Leon: Tyndall, named herein as Agent for the Principal, also serves as lawful fiduciary Agent for the trust entity known as ROY L TYNDALL TRF, and is authorized to act in that capacity when managing any property, account, or obligation titled to said trust within the Commonwealth of Kentucky, or in any

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SPECIAL DURABLE FIDUCIARY APPOINTMENT

ROY L TYNDALL – Principal • Roy-Leon: Tyndall – Agent

other jurisdiction where such property or interest has been lawfully recorded, titled, or established by the Agent for the benefit of the Principal or associated trust estate.

X. EXECUTION AND ACCEPTANCE STATEMENT

This instrument has been reviewed in full and is accepted by the undersigned Agent through fiduciary oath and lawful conduct. No mutual signatures are required to effectuate this appointment, as it is granted, accepted, and affirmed under private trust, with all rights reserved.

All obligations arising from this appointment shall be executed by the Agent in good faith, in equity, and for the preservation of the Principal's lawful interest. This section affirms lawful execution of the fiduciary office and concludes the Agent's portion of this instrument.

XI. ACKNOWLEDGMENT AND SEAL

IN WITNESS WHEREOF, I, the Principal, do affirm this appointment by my hand and seal, this 14th day of June, 2025.

Signature of Principal (ROY L TYNDALL): ROY L TYNDALL

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By Special Appearance Only – For Settlement and Equity Preservation

OPTIONAL NOTARIAL ACKNOWLEDGMENT (FOR PUBLIC PRESENTMENT)

State of _____
County of _____

On this ____ day of _____, 2025, before me, a Notary Public in and for said jurisdiction, personally appeared ROY L TYNDALL and Roy-Leon: Tyndall, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Notary Signature: _____
Notary Name (Printed): _____
Commission Expires: _____
[SEAL]

Agent's execution complete by oath; Principal's hand and seal concludes this appointment.

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Certified True Copy
R.L.T.

CERTIFIED TRUE COPY OF THE ORIGINAL

Executed and retained by Roy-Leon: Tyndall, Agent

Date of Certification: June 14, 2025

Initials of Agent: R.L.T.

CERTIFIED TRUE COPY OF THE ORIGINAL

Executed and retained by Roy-Leon: Tyndall, Agent

Date of Certification: June 14, 2025

Initials of Agent: R.L.T.