

NOTICE OF CORRECTED SERVICE**Case No. 2025-00205****Doc ID:** PSC-NIC-CORRSRV-2025-001**Date:** September 2, 2025**To:**

Executive Director Linda C. Bridwell
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40602
PSCED@ky.gov

CC:

PSC Filings Branch – pscfilings@ky.gov
Darren Sammons, City Attorney – darren.sammons@nicholasville.org
Alex Carter, Mayor (Courtesy Copy) – alex.carter@nicholasville.org

I, Roy-Leon Tyndall, Fiduciary Agent for the Estate of ROY LEON TYNDALL, submit this **Notice of Corrected Service** in Case No. 2025-00205 to cure a defect in the Commission's service list.

I. DEFECT IN SERVICE LIST

1. The Commission's service list for Case No. 2025-00205 (see Exhibit A) identifies "tom_calkins@nicholasville.org" as the City of Nicholasville contact.
2. Service to this address failed as undeliverable (see Exhibit B).
3. A search of the Kentucky Bar Association records shows **no licensed attorney named "Tom Calkins" practicing in Kentucky**, and no such individual appears on the official City of Nicholasville website or staff directory (see Exhibit C).

II. CORRECT PARTY IN INTEREST

4. The current and proper legal officer for the City of Nicholasville is **Darren Sammons, City Attorney** (see Exhibit C).
5. In the interest of equitable notice and fiduciary due process, corrected service of the Amended Complaint is hereby being made directly to the City Attorney, with a courtesy copy to Mayor **Alex Carter** for oversight.

III. DOCUMENTS RE-SERVED

6. The following documents, previously filed with the Commission, are re-served upon the City of Nicholasville through its lawful officials:
- **Notice of Corrected Service – Unredacted (filed under seal)**
 - **Notice of Corrected Service – Redacted Public Version**
 - **Unredacted Amended Submission** (filed under seal with PSC; served under seal to City Attorney)
 - **Redacted Public Version of Amended Submission**
 - **Redacted Public Version of Affidavit of Dishonor**
 - **Redacted Public Version of Affidavit of Continuing Protest and Good Faith Presentment**
 - **Supporting Exhibits as noted in the filing**

IV. RELIEF REQUESTED

7. The undersigned respectfully requests the Commission:
- Update its official service list for Case No. 2025-00205 to reflect:
 - Darren Sammons, City Attorney – darren.sammons@nicholasville.org
 - Alex Carter, Mayor – alex.carter@nicholasville.org (Courtesy Copy).
 - Enter this Notice of Corrected Service into the case record.

Verification

I, Roy-Leon: Tyndall, Fiduciary Agent for the Estate of ROY LEON TYNDALL, affirm that the foregoing is true, correct, and complete to the best of my knowledge, understanding, and belief.

Executed this 2nd day of September, 2025.

By Special Appearance Only,

REDACTED

REDACTED

Roy-Leon: Tyndall

Fiduciary Agent for the Estate of ROY LEON TYNDALL

All Rights Reserved – Without Prejudice – UCC 1-308 / UCC 3-419

Exhibits

- **Exhibit A** – PSC Service List showing “Tom Calkins” (Case Confirmation Email).
- **Exhibit B** – Delivery Failure Notice (undeliverable email).
- **Exhibit C** – Official Nicholasville contacts (City Attorney Darren Sammons and Mayor Alex Carter, from nicholasville.org).

REDACTED

AMENDED SUBMISSION – PRESERVATION OF RIGHTS AND CONFIDENTIAL TREATMENT MOTION

Case No. 2025-00205

Doc ID: PSC-NIC-AMEND-2025-001

Date: August 28, 2025

To:

Executive Director Lind C. Bridwell
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40602
PSCED@ky.gov

CC:

PSC Filings Branch
pscfilings@ky.gov

I, Roy-Leon: Tyndall, Fiduciary Agent for the Estate of ROY LEON TYNDALL, hereby submit this Amended Submission to preserve rights in equity while addressing the procedural requirements outlined in the Commission's August 12, 2025 Order. This submission is made without conceding jurisdiction, and solely to ensure the record remains complete and accurate, while expressly reserving all equitable rights and protections.

I. RIGHTS PRESERVATION

Without waiving any rights, remedies, or private jurisdiction, I object to the unilateral recharacterization of my June 20, 2025 filing as a statutory complaint. That filing was and remains an equitable administrative notice and record.

This amended submission is made solely to preserve standing and ensure the record is complete, while reserving all rights under UCC 1-308, UCC 3-419, KRS 355.3-603, applicable maxims of equity, trust law, and the Law Merchant.

This submission does not constitute a waiver of private jurisdiction or trust protections, but is filed solely to maintain standing and preserve record completeness.

II. AMENDED COMPLAINT (PSC-COMPLIANT)

A. Statement of Acts/Omissions:

- City of Nicholasville Utilities refused lawful tender presented under fiduciary authority, tendered timely and in good faith.
- Continued billing and late fee assessments were made despite valid tender.
- Fiduciary appointment and set-off directives have been ignored.

B. Law/Regulation Violated:

1. **KRS 278.040** – Grants the Public Service Commission jurisdiction over utilities and service practices, including municipal utilities in applicable contexts.
2. **KRS 96.171 et seq.** – Governs the authority and operation of municipal utility services, requiring compliance with lawful tender and billing practices.
3. **KRS 355.3-603 (UCC Article 3)** – Establishes that a valid tender of payment discharges the obligation, prohibiting continued billing or penalty charges thereafter.
4. **15 U.S.C. §1605 (Truth in Lending Act)** – Defines and regulates finance charges; late fees and penalty assessments imposed despite valid tender constitute undisclosed and unlawful finance charges.
5. **15 U.S.C. §§1-2 (Sherman Antitrust Act)** – Prohibits restraint of trade and monopolization; implicated where the City of Nicholasville maintains exclusive control of utility services while coercively refusing lawful tenders and penalizing alternative fiduciary settlement methods.

C. Relief Sought:

- Recognition and application of lawful tender.
- Removal of late fees and negative adjustments.
- Official acknowledgment of fiduciary standing in account administration.
- Affirm equitable recognition of all tenders and fiduciary presentments made under trust capacity.
- Directive to City of Nicholasville to honor and apply all future fiduciary tenders without penalty or delay.

D. Jurisdiction:

The City of Nicholasville operates electric and water utility services within the Commonwealth of Kentucky. Pursuant to **KRS 278.040**, the Public Service Commission is vested with jurisdiction over utilities and their practices, including municipal providers in applicable contexts. This includes oversight of billing, charges, and the fair application of payments made by customers.

Accordingly, this matter properly falls within the Commission's review for **equitable billing practices** and the application of lawful tenders. This jurisdictional acknowledgment is made strictly for the purpose of ensuring the record is complete and does not constitute a waiver of any private, equitable, or trust-based rights. All rights of objection, reservation, and non-concession of jurisdiction beyond the limited scope stated herein are expressly preserved.

III. MOTION FOR CONFIDENTIAL TREATMENT

Pursuant to **807 KAR 5:001, Section 13**, I hereby move the Commission to grant confidential treatment and sealing of specified information contained within this submission and its supporting exhibits.

The following categories of information are subject to this request:

1. **Personal Identifiers:** Variations of the Principal's and Agent's names, mailing addresses, and NAC designations.
2. **Account Information:** Utility account numbers, billing references, and financial transaction details.
3. **Trust Records:** Any trust instruments, fiduciary appointments, or internal trust governance documents.
4. **Authentication Elements:** Documents containing wet signatures, thumbprints, embossments, or fiduciary seals.

A **redacted public version** of this submission is filed concurrently, together with redacted public versions of previously submitted affidavits (Affidavit of Dishonor and Affidavit of Continuing Protest). The corresponding **Certified True Copies (CTCs) of the unredacted originals** of those affidavits are already on file with the Commission; originals remain in trust custody.

Clarification: A prior Motion for Confidential Treatment was timely mailed to the Commission using the address listed in the Commission's prior Order (P.O. Box 615, Frankfort, Kentucky 40602). That filing was returned by USPS marked "Undeliverable as Addressed." The failure of delivery was not attributable to the undersigned, as the Commission's own designated mailing address was used. This Amended Submission therefore fully reasserts and preserves the Motion for Confidential Treatment for the official record.

Granting confidential treatment is necessary to:

- Prevent undue invasion of privacy and disclosure of sensitive personal identifiers;
- Protect against breach of fiduciary duties owed to the Principal and the trust;

- Avoid risk of misuse, forgery, or unlawful reproduction of private instruments; and
- Preserve the integrity of trust records and fiduciary communications consistent with equitable obligations.

This request is narrowly tailored to protect only the categories listed above and is not intended to restrict public access to the general substance of this proceeding.

IV. RESERVATION OF RIGHTS

All rights, defenses, objections, and remedies are hereby expressly reserved. This submission is made strictly **By Special Appearance Only** and does not constitute a general appearance, waiver, or concession of jurisdiction.

Nothing herein shall be construed as a waiver of:

- **Private or equitable jurisdiction,**
- **Trust protections and fiduciary immunities,**
- **Rights under the Uniform Commercial Code, including UCC 1-308** (reservation of rights) and **UCC 3-419** (conversion of instruments),
- **Rights under the Law Merchant, maxims of equity, common law, and admiralty/maritime law as applicable,**
- **Rights and remedies under Kentucky law, federal law, international law, and the Law of Nations.**

This submission is made **without prejudice** to any private, equitable, administrative, judicial, federal, or international remedy now existing or arising in the future. The Fiduciary Agent expressly reserves the right to pursue further relief or enforcement in any competent forum, including but not limited to the Commission, the courts of Kentucky, the federal courts, international tribunals, and appropriate oversight authorities.

Signature Block

By Special Appearance Only,

Executed this 28th day of August, 2025

REDACTED

REDACTED

Roy Leon Tyndall, Fiduciary Agent
for the Estate of ROY LEON TYNDALL

*All rights reserved - Without prejudice -
UCC 1-308, UCC 3-419*

All Rights Reserved – Without Prejudice
UCC 1-308 / UCC 3-419

REDACTED

Enclosures / Attachments

1. **Unredacted Amended Submission** (Doc ID: PSC-NIC-AMEND-2025-001-U, filed under seal).
2. **Redacted Public Version of Amended Submission** (Doc ID: PSC-NIC-AMEND-2025-001-R).
3. **Redacted Public Version of Affidavit of Dishonor** (referencing earlier CTC submission).
4. **Redacted Public Version of Affidavit of Continuing Protest and Good Faith Presentment** (referencing earlier CTC submission).
5. **Certified True Copies (CTCs) of the unredacted originals** of prior affidavits are already on file with the Commission under:
 - COVER-NIC-TENDER-2025-002
 - AFF-PROTEST-NIC-2025-002
 - CTC-PSC-TENDER-NIC-2025-002
 - Affidavit of Dishonor (CTC)
 - Special Durable Fiduciary Appointment (Certified True Copy, previously submitted as part of Fiduciary Tender)
6. **Supporting Exhibits** – additional Certified True Copies as referenced in this filing.
7. *All other referenced supporting instruments, including the Affidavit of Facts and endorsed billing statements, were previously transmitted to the Commission and are incorporated herein by reference.*

Certificate of Service

I hereby certify that on this 28th day of August, 2025, a true and correct copy of the foregoing Amended Submission – Preservation of Rights and Confidential Treatment Motion, together with redacted supporting filings and exhibits, was electronically filed with the Kentucky Public Service Commission and served via electronic mail in accordance with the official service list as follows:

- **PSC Executive Director** – PSCED@ky.gov
- **PSC Filings Branch** – pscfilings@ky.gov
- **City of Nicholasville** – tom_calkins@nicholasville.org
- **Roy L. Tyndall** – [REDACTED] (courtesy copy)

/s/ Roy-Leon: Tyndall

Roy-Leon: Tyndall, Fiduciary Agent
for the Estate of ROY LEON TYNDALL

Roy-Leon: Tyndall, Agent for ROY L TYNDALL

REDACTED

Nicholasville, Kentucky [40356]

(For Record Only: [REDACTED])

June 14, 2025

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 # [REDACTED]

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.

REDACTED

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.

Intentionally Left Blank -
Working Copy Only

REDACTED

CERTIFIED TRUE COPY OF THE ORIGINAL

Executed and retained by Roy-Leon: Tyndall, Agent

Date of Certification: June 14, 2025

Initials of Agent: REDACTED

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

[REDACTED]
[REDACTED]

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. [REDACTED] [REDACTED] 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

[REDACTED]

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.”

REDACTED

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 un rebutted 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.

REDACTED

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.

REDACTED

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

REDACTED

REDACTED

CERTIFIED TRUE COPY OF THE ORIGINAL

Executed and retained by Roy-Leon: Tyndall, Agent

Date of Certification: June 14, 2025

Initials of Agent: REDACTED

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, ROY L**
 - **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:

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**

REDACTED

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

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

REDACTED

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 **ROYLTY FOUNDATION 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

REDACTED

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 4th day of June, 2025.

Signature of Principal (ROY L TYNDALL): _____

REDACTED

All Rights Reserved – UCC 1-308 – Under Seal

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.

REDACTED

REDACTED

Intentionally Left Blank -
Certified True Copy

REDACTED

ROY LEON TYNDALL ESTATE

c/o Roy-Leon: Tyndall, Private Fiduciary Agent

REDACTED

Nicholasville, KY 40356

July 2, 2025

ORIGINAL

Linda C. ~~John L.~~ Bridwell, Executive Director
R. L. T. Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40601

RE: Certified True Copy – Administrative Tender Filing

PSC Case No. 2025-00205

Certified Mail #: REDACTED 0556

Dear Executive Director Bridwell,

Please find enclosed a **Certified True Copy (CTC)** of the fiduciary tender packet delivered to the City of Nicholasville on **July 2, 2025**. This submission is provided for **regulatory oversight, evidentiary preservation**, and case record inclusion under **PSC Case No. 2025-00205**.

All enclosed documents are **certified reproductions** of the originals retained in private trust custody. This correspondence is submitted in **good faith, in equity, and in honor**, and may be relied upon for further investigation or hearing as the Commission deems appropriate.

Respectfully submitted,

By Special Appearance Only,

REDACTED

Roy-Leon: Tyndall, Agent for ROY LEON TYNDALL, Principal

All Rights Reserved – UCC 1-308 / UCC 3-419

ENCLOSURES – CERTIFIED TRUE COPIES

1. Cover Letter to City of Nicholasville (CTC – Doc ID: COVER-NIC-TENDER-2025-002)
2. Affidavit of Continuing Protest and Good Faith Presentment (CTC – Doc ID: AFF-PROTEST-NIC-2025-002)
3. June 18, 2025 Utility Bill (CTC-labeled and endorsed copy)
4. Check #1011 – Under Protest (CTC image)
5. Certified True Copy Declaration Sheet (Doc ID: CTC-PSC-TENDER-NIC-2025-002)

REDACTED

REDACTED

This page intentionally left blank –
Certified True Copy of Original retained
by Agent in trust.
All Rights Reserved – Without Prejudice
– UCC 1-308

CERTIFICATE OF SERVICE

Doc ID: COS-PSC-TENDER-2025-001

I, **Roy-Leon: Tyndall**, Agent for **ROY LEON TYNDALL**, Principal, hereby certify that a copy of the enclosed **Certified True Copy tender packet** was served on the parties listed below via **USPS Certified Mail on July 2, 2025:**

SERVICE LIST

- **Kentucky Public Service Commission – Executive Director**

Certified Mail #: [REDACTED] 0556

- **City of Nicholasville – Legal Counsel (Darren Sammons, Esq.)**

Certified Mail #: [REDACTED] 8053

- **Kentucky Attorney General**

Certified Mail #: [REDACTED] 70 60

- **Kentucky Secretary of State**

Certified Mail #: [REDACTED] 0563

- **Mayor Alex Carter – Nicholasville**

Certified Mail #: [REDACTED] 68 72

Executed this 1st day of July, 2025.

By Special Appearance Only,

[REDACTED]
[REDACTED]

[REDACTED]

Roy-Leon: Tyndall, Agent for ROY LEON TYNDALL, Principal
All Rights Reserved – UCC 1-308 / UCC 3-419

CERTIFIED TRUE COPY
This document is a true and correct copy of the original, retained in private trust records.
Roy-Leon: Tyndall, Agent
Date: 7-1-2025 Initials: [REDACTED]
For Administrative Use

file 10/12

[REDACTED]

Page 2 of 12

REDACTED

ORIGINAL

AFFIDAVIT OF CONTINUING PROTEST AND GOOD FAITH PRESENTMENT

Doc ID: AFF-PROTEST-NIC-2025-002

I, **Roy-Leon: Tyndall**, a living man and lawful Private Fiduciary Agent for the Principal, **ROY LEON TYNDALL**, do hereby swear and affirm under penalty of perjury that the following statements are true, correct, and complete to the best of my firsthand knowledge and belief:

1. That I previously issued a lawful tender to the City of Nicholasville for full settlement of account under PSC enforcement jurisdiction, which was not accepted or reconciled.
2. That a partial payment of **\$185.01** was submitted under protest in May 2025 to prevent utility disruption while reserving all rights.
3. That the enclosed check **#1011 in the amount of \$162.11** represents the **remaining disputed balance** on the **June 18, 2025** billing statement, submitted under continued protest.
4. That the City has failed to cure or explain its dishonor of lawful instruments, and continues to charge late fees on settled obligations.
5. That this affidavit, and the attached documents, are issued in **good faith, without waiver**, and to preserve the administrative and equitable record.
6. That this instrument is being distributed only as a **Certified True Copy (CTC)**. The original, bearing original autograph and notary seal, remains secured within the private trust archives of the undersigned.

Executed this 1 day of July, 2025.

By Special Appearance Only,

REDACTED

REDACTED

Roy-Leon: Tyndall, Agent

for and on behalf of **ROY LEON TYNDALL, Principal**

All Rights Reserved – UCC 1-308 / UCC 3-419

Page 3 of 12

REDACTED

REDACTED

Page 2/100, a

REDACTED

ACKNOWLEDGMENT

Commonwealth of Kentucky)

) ss:

County of Jessamine)

On this 2 day of **July, 2025**, before me, the undersigned Notary Public, personally appeared **Roy-Leon: Tyndall**, known to me (or satisfactorily proven) to be the man whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

REDACTED

Notary Public

My Commission Expires: Aug. 7, 2027

REDACTED

Page 5 of 12

REDACTED

REDACTED

REDACTED

This page intentionally left blank –
Certified True Copy of Original retained
by Agent in trust.
All Rights Reserved – Without Prejudice
– UCC 1-308

REDACTED

pg 6 of 12

REDACTED

Nicholasville

Post Office Box 450
601 N. Main St
Nicholasville, KY 40340-0450
(888) 260 - 7639 - Pay by Phone
(859) 885-9473 - Office

www.nicholasville.org
**ACCEPTED FOR VALUE -
RETURNED FOR
SETTLEMENT AND
CLOSURE**

Account Number: **REDACTED**
CID: **REDACTED**
Billing Date: 06/18/2025
Amount Due: \$347.12
Due Date: 07/10/2025
After Due Date Pay: \$362.48

Please make checks payable to: Nicholasville Utilities
Not Responsible for Mail Delivery

TEMP - RETURN SERVICE REQUESTED

All rights reserved without prejudice. UCC 1-308 / UCC 3-419. This instrument is tendered under fiduciary protest for full discharge and closure of account. Prior instruments dishonored. No waiver. No novation.

For lawful reconciliation under PSC 2025-00205.

000019 SCH 540011 40356



ROY L TYNDALL

REDACTED

NICHOLASVILLE, KY 40356-7107

ORIGINAL

CUSTOMER ACCOUNT INFORMATION RETAIN FOR YOUR RECORDS

Customer Name			Service Address			Account Number			
ROY L TYNDALL			REDACTED			REDACTED			
METER NUMBER	READ DATE		METER READINGS		DEMAND	Usage	UNITS	SERVICE	TYPE OF
	PREV	CURRENT	PRIOR	PRESENT					READINGS
14181562	04/30/2025	06/01/2025	10415	10412	2870		gal	RSWA & RSSW	Actual
548000100	04/30/2025	06/01/2025	83256	83250	1910		kWh	RSEL & ES01	Actual

Customer ID (see CID) required for online & phone payments 1-888-260-7639

Customers who use online bill pay through their banks to pay utility bills please make your payments payable to Nicholasville Public Utilities

Pre authorized ACH bank drafts will be drawn on July 9th

TO REPORT A SERVICE OUTAGE CALL 833-805-9473. The City of Nicholasville utilities office will be closed July 4th for Independence Day.

After-hours call 859-885-7305. Bill may not reflect payments after 6/17/2025.

ACCEPTED FOR VALUE

Redeemed in Lawful Money pursuant to 12 U.S.C. § 411.

All credits and debits must be settled in lawful money.

I demand full discharge of this obligation in lawful money

Public Debt Obligation under 31 U.S.C. § 5118(a)(2)

REDACTED

REDACTED

TOTAL:

\$347.12

*Roy - Loan: Tyndall, Agent for ROY LEON TYNDALL, Principal
All Rights Reserved - UCC 1-308 / UCC 3-419
Executed July 1, 2025*

PLEASE DETACH RETURN WITH PAYMENT

Account Number: **REDACTED**
CID: **REDACTED**
Account Name: ROY L TYNDALL
Service Address: **REDACTED**
Billing Date: 06/18/2025



ROY L TYNDALL

REDACTED

NICHOLASVILLE, KY 40356-7107

REDACTED

AMOUNT DUE NOW **\$347.12**
Due Date: 07/10/2025
After Due Date Pay: **\$362.48**

Please make checks payable to: Nicholasville Utilities

☐ Cash ☐ Check ☐ Money Order

AMOUNT PAID

Nicholasville Utilities
601 North Main Street
Nicholasville, KY 40356

REDACTED

Page 70012

Notice to Principal is Notice to Agent:

This instrument is lawfully endorsed and returned in equity for full
settlement and closure of account.

Acceptance is conditional and made under protest.

All rights reserved under UCC 1-308. Prior tenders remain dishonored.
Presented in honor and without waiver under PSC Case No. 2025-00205.

REDACTED

REDACTED

Page 8 of 12

REDACTED

REDACTED

ORIGINAL

CERTIFIED TRUE COPY – CHECK #1011 UNDER PROTEST

ROY L TYNDALL
REDACTED
NICHOLASVILLE, KY 403561934

1011

July 1, 2025

\$168.11

City of Nicholasville
One Hundred Sixty-two and 11/100

CHASE
JPMorgan Chase Bank, N.A.
www.chase.com

PSC 2025-00205

REDACTED

REDACTED

Under Protest - No Waiver

0830001371

REDACTED

Agent

REDACTED

REDACTED

Page 9 of 12

REDACTED

REDACTED

Page 10 of 12

REDACTED

ORIGINAL

CERTIFIED TRUE COPY DECLARATION

Doc ID: CTC-PSC-TENDER-NIC-2025-002

I, **Roy-Leon: Tyndall**, herein acting as **Private Fiduciary Agent** for the Principal, **ROY LEON TYNDALL**, do hereby certify that the attached documents constitute a **true, correct, and complete reproduction** of the original **administrative tender packet** delivered to the **City of Nicholasville** on **July 2, 2025**.

This certified reproduction includes the following items, all of which are maintained in original form within private trust custody and control:

1. Cover Letter to City of Nicholasville (Doc ID: COVER-NIC-TENDER-2025-002)
2. Affidavit of Continuing Protest and Good Faith Presentment (Doc ID: AFF-PROTEST-NIC-2025-002)
3. June 18, 2025 Utility Bill (endorsed and annotated)
4. Check #1011 – Under Protest (image only; original withheld)

This declaration is made and maintained as part of the lawful and private **administrative record under PSC Case No. 2025-00205** and may be relied upon in any future proceedings or regulatory review.

Executed this 1st day of July, 2025.

By Special Appearance Only,

REDACTED

Roy-Leon: Tyndall, Agent for ROY LEON TYNDALL, Principal
All Rights Reserved – UCC 1-308 / UCC 3-419

REDACTED

Page 11 of 12

REDACTED

REDACTED

Page 12 of 12

End of Certified True Copy

REDACTED

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, ROY L**
 - **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:

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**

REDACTED

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

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

REDACTED

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 **ROYLTY FOUNDATION 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

REDACTED

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 4th day of June, 2025.

Signature of Principal (ROY L TYNDALL): _____

REDACTED

All Rights Reserved – UCC 1-308 – Under Seal

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.

REDACTED

REDACTED

ROY LEON TYNDALL ESTATE

c/o Roy-Leon: Tyndall, Private Fiduciary Agent

REDACTED

Nicholasville, KY 40356

July 2, 2025

ORIGINAL

Linda C. ~~John L.~~ Bridwell, Executive Director
R. L. T. Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40601

RE: Certified True Copy – Administrative Tender Filing

PSC Case No. 2025-00205

Certified Mail #: REDACTED 0556

Dear Executive Director Bridwell,

Please find enclosed a **Certified True Copy (CTC)** of the fiduciary tender packet delivered to the City of Nicholasville on **July 2, 2025**. This submission is provided for **regulatory oversight, evidentiary preservation**, and case record inclusion under **PSC Case No. 2025-00205**.

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Respectfully submitted,

By Special Appearance Only,

REDACTED

Roy-Leon: Tyndall, Agent for ROY LEON TYNDALL, Principal

All Rights Reserved – UCC 1-308 / UCC 3-419

ENCLOSURES – CERTIFIED TRUE COPIES

1. Cover Letter to City of Nicholasville (CTC – Doc ID: COVER-NIC-TENDER-2025-002)
2. Affidavit of Continuing Protest and Good Faith Presentment (CTC – Doc ID: AFF-PROTEST-NIC-2025-002)
3. June 18, 2025 Utility Bill (CTC-labeled and endorsed copy)
4. Check #1011 – Under Protest (CTC image)
5. Certified True Copy Declaration Sheet (Doc ID: CTC-PSC-TENDER-NIC-2025-002)

REDACTED

REDACTED

ORIGINAL

AFFIDAVIT OF CONTINUING PROTEST AND GOOD FAITH PRESENTMENT

Doc ID: AFF-PROTEST-NIC-2025-002

I, **Roy-Leon: Tyndall**, a living man and lawful Private Fiduciary Agent for the Principal, **ROY LEON TYNDALL**, do hereby swear and affirm under penalty of perjury that the following statements are true, correct, and complete to the best of my firsthand knowledge and belief:

1. That I previously issued a lawful tender to the City of Nicholasville for full settlement of account under PSC enforcement jurisdiction, which was not accepted or reconciled.
2. That a partial payment of **\$185.01** was submitted under protest in May 2025 to prevent utility disruption while reserving all rights.
3. That the enclosed check **#1011 in the amount of \$162.11** represents the **remaining disputed balance** on the **June 18, 2025** billing statement, submitted under continued protest.
4. That the City has failed to cure or explain its dishonor of lawful instruments, and continues to charge late fees on settled obligations.
5. That this affidavit, and the attached documents, are issued in **good faith, without waiver**, and to preserve the administrative and equitable record.
6. That this instrument is being distributed only as a **Certified True Copy (CTC)**. The original, bearing original autograph and notary seal, remains secured within the private trust archives of the undersigned.

Executed this 1 day of July, 2025.

By Special Appearance Only,

REDACTED

REDACTED

Roy-Leon: Tyndall, Agent

for and on behalf of **ROY LEON TYNDALL, Principal**

All Rights Reserved – UCC 1-308 / UCC 3-419

Page 3 of 12

REDACTED

Nicholasville

Post Office Box 450
601 N. Main St
Nicholasville, KY 40340-0450
(888) 260 - 7639 - Pay by Phone
(859) 885-9473 - Office

www.nicholasville.org
**ACCEPTED FOR VALUE -
RETURNED FOR
SETTLEMENT AND
CLOSURE**

Account Number: **REDACTED**
CID: **REDACTED**
Billing Date: 06/18/2025
Amount Due: \$347.12
Due Date: 07/10/2025
After Due Date Pay: \$362.48

Please make checks payable to: Nicholasville Utilities
Not Responsible for Mail Delivery

TEMP - RETURN SERVICE REQUESTED

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For lawful reconciliation under PSC 2025-00205.

000019 SCH 540011 40356



ROY L TYNDALL

REDACTED

NICHOLASVILLE, KY 40356-7107

ORIGINAL

CUSTOMER ACCOUNT INFORMATION RETAIN FOR YOUR RECORDS

Customer Name			Service Address			Account Number			
ROY L TYNDALL			REDACTED			REDACTED			
METER NUMBER	READ DATE		METER READINGS		DEMAND	Usage	UNITS	SERVICE	TYPE OF
	PREV	CURRENT	PRIOR	PRESENT					READINGS
14181562	04/30/2025	06/01/2025	10415	10412	2870		gal	RSSWA & RSSW	Actual
548000100	04/30/2025	06/01/2025	83256	83250	1910		kWh	RSEL & ES01	Actual

Customer ID (see CID) required for online & phone payments 1-888-260-7639

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Pre authorized ACH bank drafts will be drawn on July 9th

TO REPORT A SERVICE OUTAGE CALL 833-805-9473. The City of Nicholasville utilities office will be closed July 4th for Independence Day.

After-hours call 859-885-7305. Bill may not reflect payments after 6/17/2025.

ACCEPTED FOR VALUE

Redeemed in Lawful Money pursuant to 12 U.S.C. § 411.

All credits and debits must be settled in lawful money.

I demand full discharge of this obligation in lawful money

Public Debt Obligation under 31 U.S.C. § 5118(a)(2)

REDACTED

REDACTED

TOTAL:

\$347.12

*Roy - Loan: Tyndall, Agent for ROY LEON TYNDALL, Principal
All Rights Reserved - UCC 1-308 / UCC 3-419
Executed July 1, 2025*

PLEASE DETACH RETURN WITH PAYMENT

Account Number: **REDACTED**
CID: **REDACTED**
Account Name: ROY L TYNDALL
Service Address: **REDACTED**
Billing Date: 06/18/2025



ROY L TYNDALL

REDACTED

NICHOLASVILLE, KY 40356-7107

REDACTED

AMOUNT DUE NOW **\$347.12**
Due Date: 07/10/2025
After Due Date Pay: **\$362.48**

Please make checks payable to: Nicholasville Utilities

☐ Cash ☐ Check ☐ Money Order

AMOUNT PAID

Nicholasville Utilities
601 North Main Street
Nicholasville, KY 40356

REDACTED

Page 70012

REDACTED

ORIGINAL

CERTIFIED TRUE COPY – CHECK #1011 UNDER PROTEST

ROY L TYNDALL
REDACTED
NICHOLASVILLE, KY 403561934

1011

July 1, 2025

\$168.11

City of Nicholasville
One Hundred Sixty-two and 11/100

CHASE
JPMorgan Chase Bank, N.A.
www.chase.com

PSC 2025-00205

REDACTED

REDACTED

Under Protest - No Waiver

10830001371

REDACTED

Agent

REDACTED

REDACTED

Page 9 of 12

REDACTED

ORIGINAL

CERTIFIED TRUE COPY DECLARATION

Doc ID: CTC-PSC-TENDER-NIC-2025-002

I, **Roy-Leon: Tyndall**, herein acting as **Private Fiduciary Agent** for the Principal, **ROY LEON TYNDALL**, do hereby certify that the attached documents constitute a **true, correct, and complete reproduction** of the original **administrative tender packet** delivered to the **City of Nicholasville** on **July 2, 2025**.

This certified reproduction includes the following items, all of which are maintained in original form within private trust custody and control:

1. Cover Letter to City of Nicholasville (Doc ID: COVER-NIC-TENDER-2025-002)
2. Affidavit of Continuing Protest and Good Faith Presentment (Doc ID: AFF-PROTEST-NIC-2025-002)
3. June 18, 2025 Utility Bill (endorsed and annotated)
4. Check #1011 – Under Protest (image only; original withheld)

This declaration is made and maintained as part of the lawful and private **administrative record under PSC Case No. 2025-00205** and may be relied upon in any future proceedings or regulatory review.

Executed this 1st day of July, 2025.

By Special Appearance Only,

REDACTED

Roy-Leon: Tyndall, Agent for ROY LEON TYNDALL, Principal
All Rights Reserved – UCC 1-308 / UCC 3-419

REDACTED

Page 11 of 12

REDACTED

Roy-Leon: Tyndall, Agent for ROY L TYNDALL

REDACTED

Nicholasville, Kentucky [40356]

(For Record Only: REDACTED)

June 14, 2025

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 # REDACTED

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.

REDACTED

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.

CERTIFIED TRUE COPY OF THE ORIGINAL

Executed and retained by Roy-Leon: Tyndall, Agent

Date of Certification: June 14, 2025

Initials of Agent: REDACTED



RT Private Bank - E & T <rtprivatebank66@gmail.com>

Item Logged For Case: 2025-00205

1 message

KY_PSC Filings <PSCFilings@ky.gov>

Mon, Jun 23, 2025 at 3:56 PM

To: rtprivatebank66@gmail.com, tom_calkins@nicholasville.org, pscfilings@ky.gov

Confirmation of Posting.

This notification is sent regarding the recent filing for case# 2025-00205 on 6/23/2025 at 3:56 PM

Filed by: PSC

Date/Time Filed: 6/23/2025 3:56:39 PM

The following Document(s) have been posted to the Case File

Linked below is a document from the Kentucky Public Service Commission from case number 2025-00205. This is an official document and service is rendered based upon this email. Pursuant to KRS 278.380 amended by the Kentucky General Assembly during the 2014 General Session, the electronic delivery of all Kentucky Public Service Commission orders is now allowed. This includes data requests, as well as all other case-related documents. Electronic transmission may include either an electronic version of the order or document or a hyperlink to the order or document on the PSC website. The mailing date of the order or document will be the date of the electronic transmission. Any applicant or party desiring delivery of orders or documents by postal mail may request such delivery on a per case basis from the PSC and demonstrate good cause for the request.

[PSC Acknowledgment Letter File](#)

You are receiving this message as a member of the service list or participating utility on case: 2025-00205 For more information or if you have problems opening a link received through an electronic notice from the Commission, contact the PSC Filings Branch.

Kentucky Public Service Commission

Address: P.O. Box 615 , 211 Sower Boulevard, Frankfort, Kentucky 40602-0615

Phone: (502) 564-3940, Fax: (502) 564-3460

Office Hours: Monday - Friday 8am - 5pm

SERVICE LIST:

Roy L. Tyndall - rtprivatebank66@gmail.comCity of Nicholasville - tom_calkins@nicholasville.org



RT Private Bank - E & T <rtprivatebank66@gmail.com>

Delivery Status Notification (Failure)

1 message

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Fri, Aug 29, 2025 at 12:45 PM

To: rtprivatebank66@gmail.com



Address not found

Your message wasn't delivered to **tom_calkins@nicholasville.org** because the address couldn't be found, or is unable to receive mail.

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▲ This link will take you to a third-party site

The response from the remote server was:

550 5.4.1 Recipient address rejected: Access denied. For more information see <https://aka.ms/EXOSmtpErrors> [BL6PEPF00022573.namprd02.prod.outlook.com 2025-08-29T16:45:08.397Z 08DDE049F39CD994]

Final-Recipient: rfc822; tom_calkins@nicholasville.org

Action: failed

Status: 5.4.1

Remote-MTA: dns; [nicholasville-org.mail.protection.outlook.com](https://aka.ms/EXOSmtpErrors).

(2a01:111:f403:f901::2, the server for the domain [nicholasville.org](https://aka.ms/EXOSmtpErrors).)

Diagnostic-Code: smtp; 550 5.4.1 Recipient address rejected: Access denied. For more information see <https://aka.ms/EXOSmtpErrors> [BL6PEPF00022573.namprd02.prod.outlook.com 2025-08-29T16:45:08.397Z 08DDE049F39CD994]

Last-Attempt-Date: Fri, 29 Aug 2025 09:45:08 -0700 (PDT)

 **noname**
3K


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Jason Davis