

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

**Missouri Coalition for Fair Competition** )  
 )  
 and )  
 )  
**Corey Malone,** )  
 )  
 Complainants, )  
 )  
 v. )  
 )  
**Union Electric Company d/b/a** )  
**Ameren Missouri,** )  
 )  
 Respondent. )

File No. **EC-2023-0037**

**DIRECT TESTIMONY OF MICHAEL KEEVEN**

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF Franklin )

COMES NOW Mike Keeven, who being of lawful age and first duly sworn upon his oath, states:

1. My name is Michael (Mike) Keeven. I am over 21 years of age, a citizen and resident of Franklin County, Missouri.

2. I am the owner and operator of Keeven Heating & Cooling Company, a Missouri corporation in good standing. The company sells and services heating, ventilation, and air conditioning (HVAC) equipment in the St. Louis metropolitan area and adjoining counties to the west and south.

3. My family has been in the HVAC business for as long as I can remember. The company was founded by my parents in 1984, and I joined it officially after graduating from high school in 1988.

4. The company currently employs fifteen individuals, all of whom are citizens and residents of the service area. The company owns fifteen vehicles for use in its operations. The company pays property taxes on its buildings and vehicles, pays and collects sales taxes as required by law, and pays employee and income taxes to the state and federal governments.

5. I am also the secretary of the Missouri Coalition for Fair Competition (MCFFC), a political action committee that represents the concerns of its members who are individuals and businesses in the heating, ventilation, and air conditioning industry.

6. My father was the president of the MCFFC and actively involved in the passage of the "Fair Competition Law" in 1998, and its 2003 amendments, codified at §§ 386.754-.764 RSMo. The Fair Competition Law states that a utility may not engage in HVAC services, using subsidized dollars to compete with small businesses.

7. This is not the first conflict between the parties. In 1999 the MCFFC filed a complaint against respondent, then known as Ameren UE, for violating what was then known as the HVAC Act, after it engaged in advertising for an appliance repair plan. Pursuant to the parties' agreement, the PSC determined that respondent had violated the law and that it would stop and not repeat the offending conduct. MCFFC v Ameren US, 8 Mo. P.S.C.3d 234 (1999) (available at:

<https://psc.mo.gov/CMSInternetData/ON/Reports/PSC%20Reports%20Vol%2008%20M%20PSC%203d%20Dec%201,%201998%20-%20Jan%2031,%202000.pdf>

8. My company has been involved in rebate and other consumer marketing programs with Ameren Missouri for many years.

9. I first heard of Ameren Missouri's Pay As You Save program through the current MCFFC president, Corey Malone. I later had a customer ask about it, but when he found out that I was not a participant that ended the matter and I provided service and equipment to him. Later, Allen Eaker, who owns and operates a company that competes with mine, Lakebrink Heating and Air Conditioning, and who is also a member of the MCFFC, sent me an estimate for HVAC services captioned, "Ameren Missouri Pay As You Save Plan." I forwarded Mr. Eaker's e-mail to Mr. Malone. Mr. Eaker was unhappy because he lost the sale as he was not invited to participate in the program. A copy of the estimate is attached as Exhibit 4 and incorporated by reference.

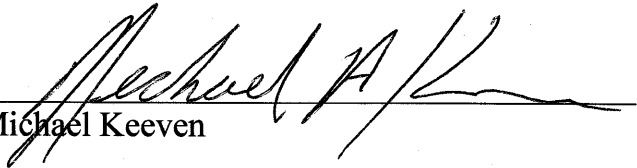
10. The estimate, which is on Ameren Missouri letterhead, states that the quote is provided by Anton's Air Conditioning and Heating, another small business in the St. Louis metropolitan area that provides HVAC services.

11. During all of the years I have worked with Ameren Missouri they have never offered Ameren shirts or ID badges to me or my employees.


12. I learned of last Fall's Pay As You Save meeting from an equipment distributor, not through Ameren Missouri or its program administrator despite my involvement in other Ameren Missouri programs.

13. This affidavit is offered as my direct testimony in this case. It is not intended to communicate every fact that I know about this matter.

FURTHER AFFIANT SAYETH NAUGHT.

  
Michael Keeven

On this 7<sup>th</sup> day of May, 2024, before me, the undersigned notary, personally appeared Michael Keeven, proved to me through identification documents, which were Driver's License, and signed this document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his)(her) knowledge and belief.

  
Notary Public

(seal)

