

1-1 By: Hegar (Senate Sponsor - Jackson) H.B. No. 774
1-2 (In the Senate - Received from the House March 7, 2005;
1-3 March 30, 2005, read first time and referred to Committee on
1-4 Natural Resources; May 4, 2005, reported favorably by the
1-5 following vote: Yeas 8, Nays 0; May 4, 2005, sent to printer.)

1-6 A BILL TO BE ENTITLED
1-7 AN ACT

1-8 relating to the Interstate Pest Control Compact.

1-9 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

1-10 SECTION 1. Subtitle B, Title 5, Agriculture Code, is
1-11 amended by adding Chapter 79 to read as follows:

1-12 CHAPTER 79. INTERSTATE PEST CONTROL COMPACT

1-13 Sec. 79.001. DEFINITIONS. In this chapter:

1-14 (1) "Compact" means the Interstate Pest Control
1-15 Compact.

1-16 (2) "Executive head" as used in the compact, with
1-17 reference to this state, means the governor.

1-18 Sec. 79.002. FILING OF BYLAWS. Under Article IV(h) of the
1-19 compact, copies of the bylaws adopted by the governing board and
1-20 amendments to the bylaws must be filed with the commissioner.

1-21 Sec. 79.003. COMPACT ADMINISTRATOR. The commissioner is
1-22 the compact administrator for this state.

1-23 Sec. 79.004. COOPERATION WITH PEST CONTROL INSURANCE FUND.
1-24 Consistent with other law and using funds appropriated for the
1-25 purpose, the state may cooperate with the insurance fund
1-26 established by the compact.

1-27 Sec. 79.005. REQUEST FOR ASSISTANCE. The commissioner may
1-28 request or apply for assistance from the insurance fund established
1-29 by the compact, as provided by Article VI(b) or VIII(a) of the
1-30 compact.

1-31 Sec. 79.006. DISPOSITION OF CERTAIN MONEY. A department or
1-32 agency that expends or becomes liable for an expenditure due to a
1-33 control or eradication program undertaken or intensified under the
1-34 compact shall have credited to the department or agency account in
1-35 the state treasury the amount of any payment made to the state to
1-36 defray the cost of the program or to reimburse the state.

1-37 Sec. 79.007. EXECUTION OF INTERSTATE COMPACT. This state
1-38 enters into a compact with all other states legally joining in the
1-39 compact in substantially the following form:

1-40 "INTERSTATE PEST CONTROL COMPACT

1-41 "ARTICLE I. FINDINGS

1-42 "The party states find that:

1-43 (1) in the absence of the higher degree of cooperation
1-44 among them possible under this Compact, the annual loss of
1-45 approximately 137 billion dollars from the depredations of pests is
1-46 virtually certain to continue, if not to increase;

1-47 (2) because of the varying climatic, geographic and
1-48 economic factors, each state may be affected differently by
1-49 particular species of pests; but all states share the inability to
1-50 protect themselves fully against those pests which present serious
1-51 dangers to them;

1-52 (3) the migratory character of pest infestations makes
1-53 it necessary for states both adjacent to and distant from one
1-54 another to complement each other's activities when faced with
1-55 conditions of infestation and reinfestation; and

1-56 (4) while every state is seriously affected by a
1-57 substantial number of pests, and every state is susceptible of
1-58 infestation by many species of pests not now causing damage to its
1-59 crops and plant life and products, the fact that relatively few
1-60 species of pests present equal danger to or are of interest to all
1-61 states makes the establishment and operation of an insurance fund,
1-62 from which individual states may obtain financial support for pest
1-63 control programs of benefit to them in other states and to which
1-64 they may contribute in accordance with their relative interest, the

2-1 most equitable means of financing cooperative pest eradication and
 2-2 control programs.

2-3 "ARTICLE II. DEFINITIONS

2-4 "As used in this Compact, unless the context clearly requires
 2-5 a different construction:

2-6 (1) "State" means a state, territory or possession of
 2-7 the United States, the District of Columbia, or the Commonwealth of
 2-8 Puerto Rico.

2-9 (2) "Requesting state" means a state which invokes the
 2-10 procedures of the Compact to secure the undertaking or
 2-11 intensification of measures to control or eradicate one or more
 2-12 pests within one or more other states.

2-13 (3) "Responding state" means a state requested to
 2-14 undertake or intensify the measures to control or eradicate one or
 2-15 more pests.

2-16 (4) "Pest" means any invertebrate animal, pathogen,
 2-17 parasitic plant or similar or allied organism which can cause
 2-18 disease or damage in any crops, trees, shrubs, grasses, or other
 2-19 plants of substantial value.

2-20 (5) "Insurance Fund" means the Pest Control Insurance
 2-21 Fund established under this Compact.

2-22 (6) "Governing Board" means the administrators of this
 2-23 Compact representing all of the party states when such
 2-24 administrators are acting as a body in pursuance of authority
 2-25 vested in them by this compact.

2-26 (7) "Executive committee" means the committee
 2-27 established under Article V (e) of this compact.

2-28 "ARTICLE III. THE INSURANCE FUND

2-29 "There is hereby established a Pest Control Insurance Fund
 2-30 for the purpose of financing other than normal pest control
 2-31 operations which states may be called upon to engage in pursuant to
 2-32 this Compact. The Insurance Fund shall contain moneys appropriated
 2-33 to it by the party states and any donations and grants accepted by
 2-34 it. All appropriations, except as conditioned by the rights and
 2-35 obligations of party states expressly set forth in this Compact,
 2-36 shall be unconditional and may not be restricted by the
 2-37 appropriating state to use in the control of any specified pest or
 2-38 pests. Donations and grants may be conditional or unconditional,
 2-39 provided that the Insurance Fund shall not accept any donation or
 2-40 grant whose terms are inconsistent with any provision of this
 2-41 Compact.

2-42 "ARTICLE IV. THE INSURANCE FUND, INTERNAL OPERATIONS AND
 2-43 MANAGEMENT

2-44 "(a) The Insurance Fund shall be administered by a Governing
 2-45 Board and Executive Committee as hereinafter provided. The actions
 2-46 of the Governing Board and the Executive Committee pursuant to this
 2-47 Compact shall be deemed the actions of the Insurance Fund.

2-48 "(b) The members of the Governing Board shall be entitled to
 2-49 one vote on such board. No action of the Governing Board shall be
 2-50 binding unless taken at a meeting at which a majority of the total
 2-51 number of votes on the Governing Board is cast in favor thereof.
 2-52 Action of the Governing Board shall be only at a meeting at which a
 2-53 majority of the members are present.

2-54 "(c) The Insurance Fund shall have a seal which may be
 2-55 employed as an official symbol and which may be affixed to documents
 2-56 and otherwise used as the Governing Board may provide.

2-57 "(d) The Governing Board shall elect annually, from among
 2-58 its members, a chairman, a vice chairman, a secretary and a
 2-59 treasurer. The chairman may not succeed himself. The Governing
 2-60 Board may appoint an executive director and fix his duties and his
 2-61 compensation, if any. Such executive director shall serve at the
 2-62 pleasure of the Governing Board. The Governing Board shall make
 2-63 provision for the bonding of such of the officers and employees of
 2-64 the Insurance Fund as may be appropriate.

2-65 "(e) Irrespective of the civil service, personnel or other
 2-66 merit system laws of any of the party states, the executive
 2-67 director, or if there be no executive director, the chairman, in
 2-68 accordance with such procedures as the bylaws may provide, shall
 2-69 appoint, remove or discharge such personnel as may be necessary for

3-1 the performance of the functions of the Insurance Fund and shall fix
 3-2 the duties and compensation of such personnel. The Governing Board
 3-3 in its bylaws shall provide for the personnel policies and programs
 3-4 of the Insurance Fund.

3-5 "(f) The Insurance Fund may borrow, accept or contract for
 3-6 the services of personnel from any state, the United States, or any
 3-7 other governmental agency, or from any person, firm, association,
 3-8 or corporation.

3-9 "(g) The Insurance Fund may accept for any of its purposes
 3-10 and functions under this Compact any and all donations, and grants
 3-11 of money, equipment, supplies, materials, and services,
 3-12 conditional or otherwise, from any state, the United States, or any
 3-13 other governmental agency, or from any person, firm, association,
 3-14 or corporation, and may receive, utilize and dispose of the same.
 3-15 Any donation, gift, or grant accepted by the Governing Board
 3-16 pursuant to this paragraph or services borrowed pursuant to
 3-17 paragraph (f) of this Article shall be reported in the annual report
 3-18 of the Insurance Fund. Such report shall include the nature, amount
 3-19 and conditions, if any, of the donation, gift, grant, or services
 3-20 borrowed and the identity of the donor or lender.

3-21 "(h) The Governing Board shall adopt bylaws for the conduct
 3-22 of the business of the Insurance Fund and shall have the power to
 3-23 amend and to rescind these bylaws. The Insurance Fund shall publish
 3-24 its bylaws in convenient form and shall file a copy thereof and a
 3-25 copy of any amendment thereto with the appropriate agency or
 3-26 officer in each of the party states.

3-27 "(i) The Insurance Fund annually shall make to the Governor
 3-28 and legislature of each party state a report covering its
 3-29 activities for the preceding year. The Insurance Fund may make such
 3-30 additional reports as it may deem desirable.

3-31 "(j) In addition to the powers and duties specifically
 3-32 authorized and imposed, the Insurance Fund may do such other things
 3-33 as are necessary and incidental to the conduct of its affairs
 3-34 pursuant to this Compact.

3-35 "ARTICLE V. COMPACT AND INSURANCE FUND ADMINISTRATION

3-36 "(a) In each party state there shall be a Compact
 3-37 administrator, who shall be selected and serve in such manner as the
 3-38 laws of his state may provide, and who shall:

3-39 1. Assist in the coordination of activities pursuant
 3-40 to the Compact in his state; and

3-41 2. Represent his state on the Governing Board of the
 3-42 Insurance Fund.

3-43 "(b) If the laws of the United States specifically so
 3-44 provide, or if administrative provision is made therefore within
 3-45 the federal government, the United States may be represented on the
 3-46 Governing Board of the Insurance Fund by not to exceed three
 3-47 representatives. Any such representative or representatives of the
 3-48 United States shall be appointed and serve in such manner as may be
 3-49 provided by or pursuant to federal law, but no such representative
 3-50 shall have a vote on the Governing Board or the Executive Committee
 3-51 thereof.

3-52 "(c) The Governing Board shall meet at least once each year
 3-53 for the purpose of determining policies and procedures in the
 3-54 administration of the Insurance Fund and, consistent with the
 3-55 provisions of the Compact, supervising and giving direction to the
 3-56 expenditure of moneys from the Insurance Fund. Additional meetings
 3-57 of the Governing Board shall be held on call of the chairman, the
 3-58 Executive Committee, or a majority of the membership of the
 3-59 Governing Board.

3-60 "(d) At such times as it may be meeting, the Governing Board
 3-61 shall pass upon applications for assistance from the Insurance Fund
 3-62 and authorize disbursements therefrom. When the Governing Board is
 3-63 not in session, the Executive Committee thereof shall act as agent
 3-64 of the Governing Board, with full authority to act for it in passing
 3-65 upon such applications.

3-66 "(e) The Executive Committee shall be composed of the
 3-67 chairman of the Governing Board and four additional members of the
 3-68 Governing Board chosen by it so that there shall be one member
 3-69 representing each of four geographic groupings of party states.

4-1 The Governing Board shall make such geographic groupings. If there
 4-2 is representation of the United States on the Governing Board, one
 4-3 such representative may meet with the Executive Committee. The
 4-4 chairman of the Governing Board shall be chairman of the Executive
 4-5 Committee. No action of the Executive Committee shall be binding
 4-6 unless taken at a meeting at which at least four members of such
 4-7 Committee are present and vote in favor thereof. Necessary
 4-8 expenses of each of the five members of the Executive Committee
 4-9 incurred in attending meetings of such Committee, when not held at
 4-10 the same time and place as a meeting of the Governing Board, shall
 4-11 be charges against the Insurance Fund.

4-12 "ARTICLE VI. ASSISTANCE AND REIMBURSEMENT

4-13 "(a) Each party state pledges to each other party state that
 4-14 it will employ its best efforts to eradicate, or control within the
 4-15 strictest practicable limits, any and all pests. It is recognized
 4-16 that performance of this responsibility involves:

4-17 (1) The maintenance of pest control and eradication
 4-18 activities of interstate significance by a party state at a level
 4-19 that would be reasonable for its own protection in the absence of
 4-20 this Compact.

4-21 (2) The meeting of emergency outbreaks or infestations
 4-22 of interstate significance to no less an extent than would have been
 4-23 done in the absence of this Compact.

4-24 "(b) Whenever a party state is threatened by a pest not
 4-25 present within its borders but present within another party state,
 4-26 or whenever a party state is undertaking or engaged in activities
 4-27 for the control or eradication of a pest or pests, and finds that
 4-28 such activities are or would be impracticable or substantially more
 4-29 difficult of success by reason of failure of another party state to
 4-30 cope with infestation or threatened infestation, that state may
 4-31 request the Governing Board to authorize expenditures from the
 4-32 Insurance Fund for eradication or control measures to be taken by
 4-33 one or more of such other party states at a level sufficient to
 4-34 prevent, or to reduce to the greatest practicable extent,
 4-35 infestation or reinfestation of the requesting state. Upon such
 4-36 authorization the responding state or states shall take or increase
 4-37 such eradication or control measures as may be warranted. A
 4-38 responding state shall use moneys available from the Insurance Fund
 4-39 expeditiously and efficiently to assist in affording the protection
 4-40 requested.

4-41 "(c) In order to apply for expenditures from the Insurance
 4-42 Fund, a requesting state shall submit the following in writing:

4-43 (1) A detailed statement of the circumstances which
 4-44 occasion the request for the invoking of the Compact.

4-45 (2) Evidence that the nest on account of whose
 4-46 eradication or control assistance is requested constitutes a danger
 4-47 to an agricultural or forest crop, product, tree, shrub, grass, or
 4-48 other plant having a substantial value to the requesting state.

4-49 (3) A statement of the extent of the present and
 4-50 projected program of the requesting state and its subdivisions,
 4-51 including full information as to the legal authority for the
 4-52 conduct of such program or programs and the expenditures being made
 4-53 or budgeted therefore, in connection with the eradication, control,
 4-54 or prevention of introduction of the pest concerned.

4-55 (4) Proof that the expenditures being made or budgeted
 4-56 as detailed in item 3 do not constitute a reduction of the effort
 4-57 for the control or eradication of the pest concerned or, if there is
 4-58 a reduction, the reasons why the level of program detailed in item 3
 4-59 constitutes a normal level of pest control activity.

4-60 (5) A declaration as to whether, to the best of its
 4-61 knowledge and belief, the conditions which in its view occasion the
 4-62 invoking of the Compact in the particular instance can be abated by
 4-63 a program undertaken with the aid of moneys from the Insurance Fund
 4-64 in one year or less, or whether the request is for an installment in
 4-65 a program which is likely to continue for a longer period of time.

4-66 (6) Such other information as the Governing Board may
 4-67 require consistent with the provisions of this Compact.

4-68 "(d) The Governing Board or Executive Committee shall give
 4-69 due notice of any meeting at which an application for assistance

5-1 from the Insurance Fund is to be considered. Such notice shall be
5-2 given to the Compact administrator of each party state and to such
5-3 other officers and agencies as may be designated by the laws of the
5-4 party states. The requesting state and any other party state shall
5-5 be entitled to be represented and present evidence and argument at
5-6 such meeting.

5-7 "(e) Upon the submission as required by paragraph (c) of
5-8 this Article and such other information as it may have or acquire,
5-9 and upon determining that an expenditure of funds is within the
5-10 purposes of this Compact and justified thereby, the Governing Board
5-11 or Executive Committee shall authorize support of the program. The
5-12 Governing Board or Executive Committee may meet at any time or place
5-13 for the purpose of receiving and considering an application. Any
5-14 and all determinations of the Governing Board or Executive
5-15 Committee, with respect to an application, together with the
5-16 reasons therefore shall be recorded and subscribed in such manner
5-17 as to show and preserve the votes of the individual members thereof.

5-18 "(f) A requesting state which is dissatisfied with a
5-19 determination of the Executive Committee shall upon notice in
5-20 writing given within twenty days of the determination with which it
5-21 is dissatisfied, be entitled to receive a review thereof at the next
5-22 meeting of the Governing Board. Determinations of the Executive
5-23 Committee shall be reviewable only by the Governing Board at one of
5-24 its regular meetings, or at a special meeting held in such manner as
5-25 the Governing Board may authorize.

5-26 "(g) Responding states required to undertake or increase
5-27 measures pursuant to this Compact may receive moneys from the
5-28 Insurance Fund, either at the time or times when such state incurs
5-29 expenditures on account of such measures, or as reimbursement for
5-30 expenses incurred and chargeable to the Insurance Fund. The
5-31 Governing Board shall adopt and, from time to time, may amend or
5-32 revise procedures for submission of claims upon it and for payment
5-33 thereof.

5-34 "(h) Before authorizing the expenditure of moneys from the
5-35 Insurance Fund pursuant to an application of a requesting state,
5-36 the Insurance Fund shall ascertain the extent and nature of any
5-37 timely assistance or participation which may be available from the
5-38 federal government and shall request the appropriate agency or
5-39 agencies of the federal government for such assistance and
5-40 participation.

5-41 "(i) The Insurance Fund may negotiate and execute a
5-42 memorandum of understanding or other appropriate instrument
5-43 defining the extent and degree of assistance or participation
5-44 between and among the Insurance Fund, cooperating federal agencies,
5-45 states, and any other entities concerned.

5-46 "ARTICLE VII. ADVISORY AND TECHNICAL COMMITTEES

5-47 "The Governing Board may establish advisory and technical
5-48 committees composed of state, local, and federal officials, and
5-49 private persons to advise it with respect to any one or more of its
5-50 functions. Any such advisory or technical committee, or any member
5-51 or members thereof may meet with and participate in its
5-52 deliberations upon request of the Governing Board or Executive
5-53 Committee. An advisory or technical committee may furnish
5-54 information and recommendations with respect to any application for
5-55 assistance from the Insurance Fund being considered by such Board
5-56 or Committee and the Board or Committee may receive and consider the
5-57 same: provided that any participant in a meeting of the Governing
5-58 Board or Executive Committee held pursuant to Article VI (d) of the
5-59 Compact shall be entitled to know the substance of any such
5-60 information and recommendations, at the time of the meeting if made
5-61 prior thereto or as a part thereof or, if made thereafter, no later
5-62 than the time at which the Governing Board or Executive Committee
5-63 makes its disposition of the application.

5-64 "ARTICLE VIII. RELATIONS WITH NONPARTY JURISDICTIONS

5-65 "(a) A party state may make application for assistance from
5-66 the Insurance Fund in respect of a pest in a nonparty state. Such
5-67 application shall be considered and disposed of by the Governing
5-68 Board or Executive Committee in the same manner as an application
5-69 with respect to a pest within a party state, except as provided in

6-1 this Article.

6-2 "(b) At or in connection with any meeting of the Governing
 6-3 Board or Executive Committee held pursuant to Article VI (d) of this
 6-4 Compact a nonparty state shall be entitled to appear, participate,
 6-5 and receive information only to such extent as the Governing Board
 6-6 or Executive Committee may provide. A nonparty state shall not be
 6-7 entitled to review of any determination made by the Executive
 6-8 Committee.

6-9 "(c) The Governing Board or Executive Committee shall
 6-10 authorize expenditures from the Insurance Fund to be made in a
 6-11 nonparty state only after determining that the conditions in such
 6-12 state and the value of such expenditures to the party states as a
 6-13 whole justify them. The Governing Board or Executive Committee may
 6-14 set any conditions which it deems appropriate with respect to the
 6-15 expenditure of moneys from the Insurance Fund in a nonparty state
 6-16 and may enter into such agreement or agreements with nonparty
 6-17 states and other jurisdictions or entities as it may deem necessary
 6-18 or appropriate to protect the interests of the Insurance Fund with
 6-19 respect to expenditures and activities outside of party states.

6-20 "ARTICLE IX. FINANCE

6-21 "(a) The Insurance Fund shall submit to the executive head
 6-22 or designated officer or officers of each party state a budget for
 6-23 the Insurance Fund for such period as may be required by the laws of
 6-24 that party state for a presentation to the legislature thereof.

6-25 "(b) Each of the budgets shall contain specific
 6-26 recommendations of the amount or amounts to be appropriated by each
 6-27 of the party states. The request for appropriations shall be
 6-28 apportioned among the party states as follows: one-tenth of the
 6-29 total budget in equal shares and the remainder in proportion to the
 6-30 value of agricultural and forest crops and products, excluding
 6-31 animals and animal products, produced in each party state. In
 6-32 determining the value of such crops and products the Insurance Fund
 6-33 may employ such source or sources of information as in its judgment
 6-34 present the most equitable and accurate comparisons among the party
 6-35 states. Each of the budgets and requests for appropriations shall
 6-36 indicate the source or sources used in obtaining information
 6-37 concerning value of products.

6-38 "(c) The financial assets of the Insurance Fund shall be
 6-39 maintained in two accounts to be designated respectively as the
 6-40 "Operating Account" and the "Claims Account." The Operating Account
 6-41 shall consist only of those assets necessary for the administration
 6-42 of the Insurance Fund during the next ensuing two-year period. The
 6-43 Claims Account shall contain all moneys not included in the
 6-44 Operating Account and shall not exceed the amount reasonably
 6-45 estimated to be sufficient to pay all legitimate claims on the
 6-46 Insurance Fund for a period of three years. At any time when the
 6-47 Claims Account has reached its maximum limit or would reach its
 6-48 maximum limit by the addition of moneys requested for appropriation
 6-49 by the party states, the Governing Board shall reduce its budget
 6-50 requests on a pro rata basis in such manner as to keep the Claims
 6-51 Account within such maximum limit. Any moneys in the Claims Account
 6-52 by virtue of conditional donations, grants, or gifts shall be
 6-53 included in calculations made pursuant to this paragraph only to
 6-54 the extent that such moneys are available to meet demands arising
 6-55 out of the claims.

6-56 "(d) The Insurance Fund shall not pledge the credit of any
 6-57 party state. The Insurance Fund may meet any of its obligations in
 6-58 whole or in part with moneys available to it under Article IV (g) of
 6-59 this Compact, provided that the Governing Board take specific
 6-60 action setting aside such moneys prior to incurring any obligation
 6-61 to be met in whole or in part in such manner. Except where the
 6-62 Insurance Fund makes use of moneys available to it under Article IV
 6-63 (g) hereof, the Insurance Fund shall not incur any obligation prior
 6-64 to the allotment of moneys by the party states adequate to meet the
 6-65 same.

6-66 "(e) The Insurance Fund shall keep accurate accounts of all
 6-67 receipts and disbursements. The receipts and disbursements of the
 6-68 Insurance Fund shall be subject to the audit and accounting
 6-69 procedures established under its bylaws. However, all receipts and

7-1 disbursements of funds handled by the Insurance Fund shall be
7-2 audited yearly by a certified or licensed public accountant and
7-3 report of the audit shall be included in and become part of the
7-4 annual report of the Insurance Fund.

7-5 "(f) The accounts of the Insurance Fund shall be open at any
7-6 reasonable time for inspection by duly authorized officers of the
7-7 party states and by any persons authorized by the Insurance Fund.

7-8 "ARTICLE X. ENTRY INTO FORCE AND WITHDRAWAL

7-9 "(a) This Compact shall enter into force when enacted into
7-10 law by any five or more states. Thereafter, this Compact shall
7-11 become effective as to any other state upon its enactment thereof.

7-12 "(b) Any party state may withdraw from this Compact by
7-13 enacting a statute repealing the same, but no such withdrawal shall
7-14 take effect until two years after the executive head of the
7-15 withdrawing state has given notice in writing of the withdrawal to
7-16 the executive heads of all other party states. No withdrawal shall
7-17 affect any liability already incurred by or chargeable to a party
7-18 state prior to the time of such withdrawal.

7-19 "ARTICLE XI. CONSTRUCTION AND SEVERABILITY

7-20 "This Compact shall be liberally construed so as to
7-21 effectuate the purposes thereof. The provisions of this Compact
7-22 shall be severable and if any phrase, clause, sentence, or
7-23 provision of this Compact is declared to be contrary to the
7-24 constitution of any state or of the United States or the
7-25 applicability thereof to any government, agency, person, or
7-26 circumstance is held invalid, the validity of the remainder of this
7-27 Compact and the applicability thereof to any government, agency,
7-28 person, or circumstance shall not be affected thereby. If this
7-29 Compact shall be held contrary to the constitution of any state
7-30 participating herein the Compact shall remain in full force and
7-31 effect as to the remaining party states and in full force and effect
7-32 as to the state affected as to all severable matters."

7-33 SECTION 2. This Act takes effect September 1, 2005.

7-34 * * * * *