

SCTPBA

South Central Texas Prescribed Burn Association, Inc.

Policies

The operating practices and policies may be revised by the Board of Directors according to the SCTPBA Bylaws. Each revision will be dated and distributed electronically to all members and will be available on the SCTPBA website.

ARTICLE I

DEFINITIONS

1. **Friend** – Those persons who have an interest in prescribed burning and may desire to participate in SCTPBA assisted prescribed burns. Friends are not Members, as defined in Section F., and have no vote in matters before the SCTPBA General Membership.
2. **Volunteer** – A Member or Friend who volunteers to assist on a SCTPBA assisted prescribed burn.
3. **Landowner** – A Landowner is someone who owns land appraised by a Texas county appraisal district.
4. **Lessor** – A Landowner who leases his land to someone else.
5. **Lease Holder** – Someone who leases land from a Landowner.
6. **Member** – an individual, family, or ranch that is a member in good standing with SCTPBA.
7. **Prescribed Burn** - The controlled application of fire to fuels under specified environmental conditions in accordance with a written prescribed burn plan.
8. **Insured Burn** – A prescribed burn for which the Landowner or Lease Holder has liability insurance that will apply to the burn. The policy must cover hostile fire.
9. **Burn Boss** – A Burn Boss is responsible for the development and execution of the prescribed burn plan.
10. **PBAT** – The Prescribed Burn Alliance of Texas.

ARTICLE II

PRESCRIBED BURN POLICIES

1. All Prescribed Burns will be conducted in accordance with the laws and regulations of the State of Texas and the county or counties in which the burn occurs. The outdoor burning rules developed by the Texas Commission on Environmental Quality must be adhered to at all times. Burning during a county burn ban can only be conducted if the

burn is exempted by the County Judge and/or County Commissioners or is conducted by a Certified Insured Prescribed Burn Manager.

2. The SCTPBA is an educational organization assisting Landowners, managers, and interested individuals learn how to safely and effectively apply prescribed fire to the landscape for public safety, ecosystem restoration, and improved habitat for domestic animals and wildlife. We are a neighbor helping neighbor organization designed to assist our members to use prescribed fire. We, along with other PBAs across the state and nation, will help with education, planning, and implementing prescribed burns. Our Association does not conduct burns.
3. A member wishing to have SCTPBA assist with a prescribed burn on the member's property must first submit an executed copy of the Prescribed Burn Boss Acknowledgement of Personal Liability form (See Exhibit I).
4. The burn plan template provided by the SCTPBA must be used for SCTPBA member prescribed burns performed with assistance from SCTPBA. See Exhibit B for the SCTPBA burn plan template.
5. All burn plans prepared by or for the members of SCTPBA must be reviewed by an appropriately trained and qualified reviewer. See Exhibit A for required training and qualifications for reviewing plans.
6. The property to be burned must be owned or leased by a SCTPBA member and have appropriate liability insurance, not less than \$1,000,000 per incident, that explicitly covers hostile fire. The name of the insurance company and the policy number must be shown on the burn plan.
7. If the property is leased, then the Lease Holder must also have written approval from the Landowner for the prescribed burn. Such approval may be in the lease agreement if the agreement specifically permits prescribed burning by the Lease Holder.
8. The SCTPBA member on whose property the burn is to be conducted must have assisted on a minimum of two previous prescribed burns, and, must have paid a minimum of two consecutive years of SCTPBA dues. All prescribed burns must be executed within the specifications of the reviewed burn plan. A checklist of key parameters for determining the suitability for initiation of a burn will be used for each burn and will be filed along with the completed burn plan after the burn. See Exhibit C for an example checklist. On the day of the prescribed burn, the Burn Boss shall complete the preparation checklist Exhibit "C" prior to ignition.
9. The Burn Boss shall document that a weather forecast no more than 8 hours old at the initiation of the prescribed burn indicates that conditions are predicted to be suitable for the prescribed burn to proceed. A printed copy of an NWS/NOAA point forecast by hour for the burn site will be adequate documentation.
10. The Burn Boss should inspect the burn area on the day of the burn before the burn is initiated to verify that firebreaks and other safety concerns addressed in the plan are suitable for the burn to proceed. If blacklines are pre-burned, then they should be inspected to ensure adequacy for the headfire. If backburns or other methods of preventing the fire from spreading downwind are used instead of pre-burned blacklines, the Burn Boss shall inspect the firebreaks before ignition of the headfire. The Burn Boss

- has sole responsibility for the burn and is responsible for all decisions on the burn.
11. The burned area shall be monitored until the fire is out.
 12. The SCTPBA member on whose property the burn is to be conducted must require all volunteers to sign in using a signup sheet where in the Volunteers confirm their agreement to the SCTPBA Volunteer Release and Liability Waiver Form. (See Exhibit H)
 13. The final prescribed burn plan shall be kept onsite during the prescribed burn. The prescribed burn plan; the Burn Boss Acknowledgement of Personal Liability form (Exhibit I); and the Volunteer Sign Up Sheet (Exhibit H) should be kept for at least five years by the Member who property is burned.
 14. Copies of the Burn Boss Acknowledgement of Personal Liability form (Exhibit I) and the Volunteer Sign Up Sheet (Exhibit H) shall be kept for at least five years by SCTPBA
 15. To ensure the safety of our members, additional requirements for safe execution of a burn plan may be dictated by the SCTPBA Board of Directors.

ARTICLE III

ADMINISTRATION

1. **Fire Training Education** - SCTPBA shall conduct or sponsor a workshop on one or more components of prescribed burning each year. Members should attend a burn school or workshop to learn the basics of prescribed fire and receive training on how to operate equipment.
2. **Equipment** - Use of SCTPBA equipment shall be available to all members at a reasonable rate. A check out/check in form will be completed for each use to document the condition of the equipment and to determine the rate charged. Members are responsible for any damage to the equipment and any trailer that might be owned by SCTPBA for transporting the equipment. Proof of liability insurance on the towing vehicle is required to check out equipment if the equipment is transported in a trailer owned by the SCTPBA.
3. **Communications to Members** – The primary method of communicating among members and the Board of Directors will be by email. An updated list of all members and their contact information will be maintained by one member or employee or volunteer staff member who will also be responsible for distributing information to all the members by email. Members are responsible for keeping their contact information updated with the SCTPBA.
4. **Participation Requirements** - Members are encouraged to help on as many burns as possible. Participation provides members with fire-line experience, helps them become acquainted with other members with the same goals and objectives, and builds an experienced team. Participation is recorded for each burn. Landowners must assist on at least two burns for other members and have been a member in good standing for two consecutive years before SCTPBA members will assist them on their land. Exceptions are made for members not physically able to actively participate on burns. Participation

sheets will be available at all burns and completed forms kept on file with SCTPBA.

5. **Disciplinary Action** – Any member that intentionally violates SCTPBA bylaws or policies may be subject to removal or other disciplinary action by the Board of Directors. Such disciplinary action may include termination of membership from SCTPBA without refund of any dues paid.
6. **Expense Reimbursement** - See Exhibit D attached.
7. **Whistleblower** - See Exhibit E attached.
8. **Document Destruction** - See Exhibit F attached.
9. **Conflict of Interest** - See Exhibit G attached.
10. **Volunteer Release and Waiver of Liability Form** – See Exhibit H
11. **Prescribed Burn Boss Acknowledgement of Personal Liability** – See Exhibit I