

# **PBAT**

## **Prescribed Burn Alliance of Texas, Inc.**

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### **Policies**

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

#### **ARTICLE I**

##### **DEFINITIONS**

1. **Landowner** – A landowner is someone who owns land appraised by a Texas county appraisal district as 1-D-1 Open Space.
2. **Lessor** – A landowner who leases his land to someone else.
3. **Lessee** – Someone who leases land from a landowner.
4. **Member PBA** – A Prescribed Burn Association or similar organization accepted by PBAT. A Member PBA may have additional policies and procedures for their membership as long as they are not contradictory to or conflicting with those policies and procedures agreed to as a Member of PBAT.
5. **PBA Member** – an individual, family, or ranch that is a member in good standing with one of the Member Prescribed Burn Associations in Texas.
6. **Prescribed Burn** - The controlled application of fire to fuels under specified environmental conditions in accordance with a written prescribed burn plan.
7. **Insured Burn** – A prescribed burn for which the landowner or lessee has liability insurance that will apply to the burn.
8. **Burn Boss** – A Burn Boss is responsible for developing or approving a prescribed burn plan and for directing the execution of the plan. Other duties and responsibilities may be specified by the Member PBA. See Exhibit A for suggested qualifications for being a Burn Boss/Plan Reviewer.

#### **ARTICLE II**

##### **MEMBER PBA OPERATIONS**

1. A Member PBA shall write its own policies regarding insurance, the use of any of its PBA-owned equipment, or its members' participation in burns.
2. A written burn plan using a plan approved by the Member PBA must be completed prior to a burn. See Exhibit B for an example burn plan template.
3. A member PBA may post any of its burn plans for viewing on its portion of the PBAT website.
4. The burn plan should indicate that the landowner or lessee for the property to be burned has liability insurance.

5. On the day of the prescribed burn, the Burn Boss should complete a preparation checklist prior to ignition. See **Exhibit C** for an example checklist. The Member PBA may modify the list to suit local needs and comply with its policies.
6. Additional requirements for safe execution of an approved burn plan may be dictated by the Member PBA.

### ARTICLE III

#### ADMINISTRATION

1. **Fire Training Education** - The Alliance shall support Member PBAs, county governments, state or federal agencies, and the public in conducting prescribed burn schools and any other training opportunities.
2. **Equipment** - If PBAT acquires any equipment or other resources, its disposition shall be determined by the PBAT Board of Directors.
3. **Communications to Members** – The primary method of communicating among Member PBAs 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 Alliance members by email. Members are responsible for keeping their contact information updated with the Alliance.
4. **Disciplinary Action** – Any PBA, its officers, representative directors on the board of PBAT, or any individual PBA members that intentionally violate PBAT 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 PBAT without refund of any dues paid. Any Member PBA that fails or refuses to take appropriate disciplinary action against an individual member may be subject to disciplinary action by PBAT for such failure with sanctions including up to loss of membership.
5. **Expense Reimbursement**. - See Exhibit D attached.
6. **Whistleblower** - See Exhibit E attached.
7. **Document Destruction** - See Exhibit F attached.
8. **Conflict of Interest** - See Exhibit G attached.