

**THIS AGREEMENT made as of the    day of October, 2006**

**Between:**

**THE WORKERS' COMPENSATION BOARD OF THE NORTHWEST  
TERRITORIES AND NUNAVUT ("WCB")**

**of the First Part**

**-and-**

**THE MUNICIPAL CORPORATION OF THE  
CITY OF YELLOWKNIFE**

**("City")**

**of the Second Part**

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**ALTERNATIVE MEASURES AGREEMENT**

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**WHEREAS:**

- A.** On March 17, 2005, while responding to a fire call at the Home Building Centre outlet in the City of Yellowknife ("Fire Response"), two (2) firefighters employed by the City's Fire Division died in the line of duty, as detailed in the Agreed Statement of Facts attached hereto as Appendix "A" and forming part of this Alternative Measures Agreement ("Agreement");
- B.** An investigation into the Fire Response was conducted by the WCB, which resulted in Orders being issued to the City by the WCB pursuant to section 12 of the *Safety Act* ("Orders");
- C.** The City, being committed to the protection of its workers and the enhancement of its Safety Program, has complied with the Orders.
- D.** The City has also worked with the WCB to prevent a similar incident from happening by providing additional Incident Command training to its fire fighters, obtaining an external Incident Assessment and

developing a multi-phase response plan with the assistance of experts in the field of fire fighting.

- E. In addition to the Orders, two Informations were laid on March 10, 2006, in the Territorial Court of the Northwest Territories at Yellowknife, charging the City (Information No. T- 1- CR-2006000557) and Darcy Robin Hernblad (Deputy Fire Chief [DFC] Hernblad) (Information No. T-1-CR-2006000555) respectively with a violation of section 4(1)(b) of the *Safety Act* and a violation of section 9 of the General Safety Regulations of the *Safety Act* with respect to the Fire Response.
- F. The WCB is concerned with safe workplaces achieved through strong partnerships with employers and workers while providing fair and sustainable benefits, and is committed to working with the City with respect to the provisions of this Agreement as doing so is consistent with the mandate of the WCB;
- G. The City and the WCB agree that while the position of Firefighter entails an inherent and significant safety risk, Firefighters should not be subjected to a level of personal danger that exceeds the standard and inherent degree of danger associated with this position; and
- H. The Attorney General of Canada, who has conduct of the prosecution of the aforementioned Informations, has represented to the WCB that it is satisfied that the Agreement between the City and the WCB is consistent with its objectives, those of the WCB and the purposes of the *Safety Act* and is prepared to act in accordance with this Agreement.

**NOW THEREFORE** in consideration of the promises and the matters hereinafter agreed upon, the parties covenant and agree with each other as follows:

### **GENERAL TERMS & CONDITIONS**

#### **Term of Agreement**

1. The term of this Agreement shall commence as of the date that the Attorney General of Canada directs the Clerk of the Court to enter Stays of Proceedings with respect to the aforementioned Informations and continue until one (1) year later, with the exception of clauses 9 through 14 under the heading "Allocation of Funds for Training Initiatives", which shall continue until such time as the monies referred to therein are expended in accordance with the provisions of this Agreement.

### Stays of Prosecution Proceedings

2. The WCB shall recommend to the Attorney General of Canada that Stays of Proceedings be directed with respect to all of the charges against the City and DFC Hernblad as contained in the aforementioned Informations and that such Stays of Proceedings be entered immediately after the filing of this Agreement in the Territorial Court of the Northwest Territories.
3. If the Attorney General of Canada fails to direct the aforementioned Stay of Proceedings, this Agreement shall terminate immediately and nothing contained herein shall be construed as an admission of legal liability on the part of the City.

### Resumption of Prosecution Proceedings

4. If the WCB is reasonably of the opinion that the City is in material non-compliance with any term(s) of this Agreement and the circumstances surrounding such non-compliance are within the control of the City, it may recommend to the Attorney General of Canada that the proceedings with respect to the aforementioned Information charging the City be recommenced in accordance with s. 579(2) of the *Criminal Code of Canada*.
5. The City recognizes that the WCB may recommend to the Attorney General of Canada that the proceedings with respect to the aforementioned Information against DFC Hernblad be recommenced in accordance with section 579(2) of the *Criminal Code of Canada*, if DFC Hernblad is in material non-compliance with his obligations to appear before the Expert Panel mentioned in clause 15 and to attend and make his best efforts at whatever training program may be recommended by the Expert Panel in clause 16.
6. The WCB shall give fifteen (15) working days clear notice to the City and DFC Hernblad of any material non-compliance by the City and/or DFC Hernblad with any term(s) of this Agreement before recommending to the Attorney General of Canada that the aforesaid proceedings against the City and/or DFC Hernblad be recommenced.

### Statement of Responsibility

7. The City acknowledges that it is responsible for its Fire Division's response to the Fire that took place at the Home Building Centre outlet on March 17, 2005, which resulted in the deaths of Lieutenant Cyril Fyfe and Firefighter Kevin Olson.

8. The City's acceptance of responsibility shall not be construed as an admission of legal liability with respect to the charges contained in the aforementioned Information against the City or any other civil or criminal proceeding.

#### Allocation of Funds for Training Initiatives

9. The City shall allocate an amount of \$300,000.00 to be used for training initiatives for members of its Fire Division including those in positions of command ("Training Funds"). The Training Funds shall be above and beyond any monies normally budgeted by the City from time to time for the training of its Fire Division personnel.
10. The Training Funds are to be expended within ten (10) years of the commencement of this Agreement and allocated without reducing the availability of core emergency services.
11. The City shall not reduce its Fire Division's regular training budget during the period of time these Training Funds exist.
12. The training initiatives to be paid out of the Training Funds shall be approved jointly in advance by the City and the WCB. For greater certainty this approval may encompass a multi-year, and otherwise comprehensive, training program.
13. The City shall report to the WCB once every six (6) months on actual expenditures of the Training Funds, commencing on December 1, 2006 and continuing until such time as the Training Funds have been expended in accordance with the provisions of this Agreement. Each report shall be in writing, contain a summary of the approved training initiative(s) expenditures and be accompanied by a trust account reconciliation.
14. The Training Funds shall be paid by the City into a solicitor's trust account within three (3) months of the commencement of this Agreement, and are to be accompanied by irrevocable instructions to the solicitor that the Training Funds are to be accessed only for the purposes stated in this Agreement or as amended in writing by both parties. Any interest that accrues with respect to the Training Funds shall benefit the solicitor's trust account, and otherwise be used in accordance with the provisions of this Agreement.

#### DFC Hernblad

15. The City and the WCB shall establish an expert panel that will perform a Competency Test of DFC Hernblad. The panel shall include one

member appointed by the WCB and one member appointed by the City (“Expert Panel”). The Manager of Human Resources for the City shall provide consultative and administrative support to the Expert Panel.

16. If it is determined by the Expert Panel that DFC Hernblad requires additional training to perform the position of Deputy Fire Chief – Operations, the panel shall, based on the results of the aforementioned Competency Test, prepare a comprehensive training program containing both theoretical and operational elements (“Training Program”). The Training Program shall be arranged by and paid for by the City.
17. Upon completion of the Training Program, the Expert Panel and the City’s Fire Chief will perform a formal evaluation of DFC Hernblad. The results of the formal evaluation shall be shared with the City and the WCB.
18. The aforementioned formal evaluation of DFC Hernblad, shall take place within nine (9) months of the commencement of this Agreement. The City shall act upon the results of the formal evaluation in accordance with the City’s applicable Human Resources practices.
19. The City and the WCB shall each cover their respective costs and expenses with respect to the Expert Panel.
20. The City shall not pay for its costs and expenses associated with the Expert Panel (including but not limited to the costs associated with the aforementioned competency test and formal evaluation) out of the Training Funds, nor shall it use the Training Funds for the Training Program.

#### Training for Officers

21. As soon as is practicable, all officers currently in positions of command with the City’s Fire Division shall be offered and scheduled for further training in incident command and other operational areas relevant to their positions. For greater certainty, such training may include the opportunity to learn from exchanges with respected larger Fire Departments.

#### Public Statement

22. Upon the Attorney General of Canada directing the aforementioned Stays of Proceedings in accordance with clause 2, the City and the WCB, shall issue a joint media statement acknowledging the City’s responsibility for the Fire Response (“Statement”). The Statement

shall contain assurances to the citizens of the City of Yellowknife that steps are being taken to improve worker safety within its Fire Division.

23. The City shall publish the Statement in the its Capital Update Newsletter within one (1) month of the filing of this Agreement in the Territorial Court of the Northwest Territories, which Newsletter shall be delivered by the City in a manner that is consistent with its current practice.
24. The Statement is attached as Appendix "B" to this Agreement and forms part of this Agreement.

### Reports

25. The City shall provide the WCB, as soon as practicable after the filing of this Agreement in the Territorial Court of the Northwest Territories, with all reports prepared as a result of the City's investigation of the Fire Response, whether prepared internally or by a third party ("Reports").
26. Should the charges against the City be recommenced in accordance with clause 4 of this Agreement, or against DFC Hernblad as set out in clause 5 of this Agreement, the WCB shall not use the Reports provided by the City, directly or indirectly, for the purposes of the recommenced prosecution.
27. The WCB shall not release the Reports within the term of this Agreement unless required to do so by law.

### Admissibility of the Agreement

28. Nothing within this Agreement or appendices is either an admission of legal liability or admissible in another proceeding.

### Notice

29. Any notice, request, report or other communication that either party may desire, or have the right, or be obligated to give under this Agreement, shall be in writing and is effective if delivered in person, sent by mail (and if sent by mail shall be deemed to have been received five (5) days after mailing), or sent by facsimile addressed to the party for whom it is intended at the following addresses:

TO: City of Yellowknife  
P.O. Box 580  
Yellowknife, NT X1A 2N4

Attention: Director of Public Safety

Tel: (867) 920-5600

Fax: (867) 920-5649

TO: Workers' Compensation Board of the NWT and Nunavut

5022 - 49th Street  
5th Floor, Centre Square Tower  
Box 8888  
Yellowknife, NT X1A 2R3

Attention: Corporate Secretary/General Counsel

Tel: (867) 920-3888

Fax: (867) 873-4596

#### Severability

30. If any provision of this Agreement is judicially determined to be invalid, unenforceable or unlawful, such provision shall be deemed to be deleted from this Agreement and all other provisions of this Agreement shall remain in full force and effect.

#### Headings

31. The headings in this Agreement do not affect its construction or interpretation.

#### Time of the Essence/Reasonableness/Good Faith

32. Each party recognizes that time shall be of the essence, that the provisions of this Agreement are to be interpreted in a reasonable manner and each party commits to fulfilling the provision of this Agreement applicable to each with good faith efforts.

#### Other Provisions

33. This Agreement shall be governed and interpreted pursuant to the law of the Northwest Territories and Canada. Any Act or Regulation that is referred to in this Agreement shall be interpreted as including any successor Act or Regulation where it is appropriate to do so.

**EXECUTION**

**IN WITNESS WHEREOF**, the parties have hereunto executed this Agreement by their proper officers or officials as of the day and year first written above.

WORKERS' COMPENSATION BOARD  
OF THE NORTHWEST TERRITORIES  
AND NUNAVUT

Per: \_\_\_\_\_  
A/President

Per: \_\_\_\_\_  
Corporate Secretary/General Counsel

MUNICIPAL CORPORATION OF  
THE CITY OF YELLOWKNIFE

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
Senior Administrative Officer



## ***Appendix “A”***

### **AGREED STATEMENT OF FACTS**

#### **Background**

1. On March 17, 2005, a fire occurred in the City of Yellowknife at the Home Building Centre outlet located at 332 Old Airport Road (“Fire”). Lieutenant Cyril Fyfe and Firefighter Kevin Olson died from compressional asphyxia in the line of duty during the Fire Response.
2. Lieutenant Fyfe and Firefighter Olson had been in the Saw Shed conducting fire suppression operations as the “Attack Sector” when the Saw Shed roof collapsed burying them beneath a large amount of debris. When the roof collapsed four (4) fire fighters were engaged in ventilation operations on top of it. The four fire fighters were part of the “Ventilation Sector”.
3. Lieutenant Fyfe was a career fire fighter with the City of Yellowknife Fire Division (“YKFD”). He was forty-one (41) years old at the time of his death and had nineteen (19) years of fire fighting experience.
4. Firefighter Olson was also a career fire fighter with the YKFD. He was twenty-four (24) years old at the time of his death and had been employed by the City for approximately two (2) weeks. This was his first position as a career fire fighter, one that he took after completing his initial training with a Fire School in Alberta.
5. The Fire was confined to a detached building commonly known as the “Saw Shed”. The Saw Shed was separated from the main Home Building Centre outlet structure by a distance of approximately one (1) foot.

6. The Shaw Shed was a single story building approximately 570 square feet in size. It had a door way and a garage type overhead door. There were no windows. The Saw Shed walls were two by four inch (2" x 4") construction with fiberglass insulation, and OSB sheathed on the interior and exterior. The roof was constructed with manufactured trusses, fiberglass insulation, and had OSB sheathing on both the interior and exterior. A rolled roofing product was the finish material for the exterior of the roof. The Saw Shed was constructed in the absence of a building permit and the trusses were not installed in compliance with the manufacturer's engineered design limits.
7. At the time of the Fire the outside temperature was approximately minus fifteen (-15) degrees Celsius. Ground snow depth was twenty-five (25) inches and the recorded snowfall for the 2004/2005 winter to March 17, 2005 was seventy-two (72) inches. There was a significant amount of snow between the main structure and the Saw Shed.
8. The cause of the Fire was the improper use and installation of a portable electric space heater.
9. Throughout the Fire Response all YKFD fire fighters in charge of a sector or a fire fighting apparatus had the equipment to hear and otherwise participate in the radio communications taking place on scene. In addition to the radio communications, there were also face to face communications that occurred but were not transmitted over the radio.
10. DFC Hernblad remained in command as Incident Commander from his arrival on the scene to the end of the Fire Response. There were two (2) Lieutenants on scene during the Fire. They were Lieutenant Fyfe and Lieutenant "B"<sup>1</sup>.

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<sup>1</sup> For the purposes of this Agreement the names of certain individuals will not be used and instead will be identified by way of alphabetical descriptors.

11. The YKFD is a composite department consisting of both career and Paid-on-Call (volunteer) fire fighters. It typically has twenty (20) career fire fighters on staff in addition to three (3) management operational staff (two [2] Deputy Fire Chiefs and a Fire Chief), and twenty to twenty-five (20 – 25) Paid-on-Call fire fighters. YKFD provides emergency medical response services including ambulance service for the City of Yellowknife (through fire fighters qualified as emergency medical technicians) in addition to fire rescue emergency services.
12. YKFD operates out of one (1) Fire Station. The City of Yellowknife and its immediate surrounding area have a population of approximately nineteen thousand (19,000) people.

### **Fire Response**

13. The following is an outline of the facts in chronological order that set out what occurred at the Fire at the Home Building Centre outlet.
14. At 07:04:20 hours on March 17, 2005, Yellowknife Dispatch received the first of three (3) reports of a possible fire at the Home Building Centre outlet on Old Airport Road in Yellowknife. At 07:05:29 hours, Fire Units were dispatched.
15. DFC Hernblad was at the YKFD Station and responded to the scene arriving at 07:09:56 hours in Red One (Fire Division Command Vehicle [Mini-van]).
16. Engine #8 was the first fire apparatus to respond. It arrived on scene shortly after Red One. It was staffed with three (3) on-duty career fire fighters, Lieutenant Cyril Fyfe, Firefighter Kevin Olson and Firefighter “A” (who had two (2) years of fire fighting experience).

17. DFC Hernblad was the most senior fire officer on scene and assumed the role of Incident Commander<sup>2</sup>. He then did an initial size-up<sup>3</sup> and decided to proceed with an offensive attack. Smoke was observed coming from the Saw Shed adjacent to the main Home Building Centre outlet structure. At this time DFC Hernblad believed the Saw Shed was attached to the main structure of the Home Building Centre.
18. The Saw Shed was located in a lumber yard behind a locked security fence. The crew of Engine #8 breached the locked gate to gain access to the yard where the Saw Shed was located.
19. Upon breaching the locked gate Firefighter "A" drove Engine #8 along side the Saw Shed and positioned it approximately five (5) to six (6) meters from the Saw Shed<sup>4</sup>.
20. At 07:10:54 hours, DFC Hernblad called a full alert to the YKFD dispatch. This alert was then communicated by dispatch personnel; first at 7:11:10 hours and then again at 7:12:12 hours.
21. At 07:13:47 hours, DFC Hernblad reported to YKFD dispatch that an interior attack was being initiated and at 07:14:11 hours requested a water supply for Engine #8.

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<sup>2</sup> YKFD Standard Operating Guidelines 3.1.4 require the Incident Commander to establish an objective for fighting the fire based on the following 3 strategic priorities:

- Rescue or saving lives;
- Fire or scene control; and
- Property conservation.

<sup>3</sup> YKFD Standard Operating Guidelines 3.5.4 require the Incident Commander upon completion of his initial assessment of the situation to apply risk versus benefit assessments to determine the necessary form of the Forward Sectors conduct of continuing operations.

<sup>4</sup> YKFD Standard Operating Guidelines 3.1.5 specifies the requirements for the establishment of a Fire Fighter Accountability Board upon the arrival of the first quint/pumper at the scene in order to account for all fire fighters who are working at the scene.

22. The crew of Engine #8 (including Lieutenant Fyfe and Firefighter Olson) made ready to conduct a "Quick Fire Attack" whereby the two (2) firefighters would, utilizing the water from Engine #8's on-board water tank, enter into the Saw Shed and attack the Fire.
23. Firefighter "A", with the assistance of DFC Hernblad, then stretched and charged a hose for the Attack Sector. The Attack Sector entered the Saw Shed with a charged hose through a side door (not the garage type overhead door).
24. DFC Hernblad observed a considerable amount of smoke in the Saw Shed but did not see any fire. After the Attack Sector entered the Saw Shed he heard the hose line being turned on and off by the Attack Sector.
25. At 07:16:02 hours, DFC Hernblad requested a situation report from Lieutenant Fyfe.
26. At 07:16:31 hours, Lieutenant Fyfe replied:

"...we found a fire in the corner here; we got a fair amount of water on to knock it down. Can you tell me what the smoke conditions are outside?"
27. DFC Hernblad replied to the request for information:

"The smoke conditions have lightened up a bit but there is still pretty heavy smoke coming from the eaves so it's changed a little bit, but not a whole lot, it looks like there is still fire burning somewhere."
28. Lieutenant Fyfe responded that they would keep looking for fire.

29. At 07:17:41 hours, Engine #7 arrived at the scene staffed by Senior Firefighter "C" and five (5) other firefighters<sup>5</sup>. DFC Hernblad directed the crew of Engine #7 as follows:

"You pull into the front parking lot with Engine #7 and you can ladder the building and let's get some ventilation started, let's get a big opening cut up on that roof and let's get to the bottom of this fire."

30. At 07:19:09 hours, Tanker #2 crewed by Lieutenant "B" and a Paid on Call Firefighter arrived at the scene. This unit proceeded to set up a water supply for Engine #8 as directed by DFC Hernblad.

31. At 07:20:19 hours, Senior Firefighter "C" of Engine #7 asked DFC Hernblad:

"Did you say you want the aerial ladder up?"

32. DFC Hernblad replied:

"Negative, this can be done with ground ladders and just park Engine #7 right out in front, in the main customer parking lot, get a crew together with a ground ladder up on that roof and open up a big hole please."

33. At 07:21:43 hours, DFC Hernblad reported to Lieutenant Fyfe that:

"smoke conditions from the outside are starting to look a little better".

34. Lieutenant Fyfe responded:

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<sup>5</sup> YKFD Standard Operating Guidelines 3.1.5 require that:

Incident Command will endeavour to establish a Rapid Intervention Team, consisting of two (2) Fire Fighters off the 2<sup>nd</sup> arriving quint/pumper. Responsibility of a Rapid Intervention Team is:

- Assigned for rapid deployment to rescue a lost or trapped Fire Fighter(s); and
- Provide an additional attack hose line to reduce or prevent worsening fire conditions threatening a Fire Fighter(s) or Forward Sector(s).

“just to let you know what we’re running into here, there’s a lot of stuff stored in here, a lot of hidden voids where we’re getting hot spots coming on. So this room is gonna [going to] have to be dug out real good.”

35. At this time DFC Hernblad informed the crew of Engine #7 that they were laddering the wrong building. The Senior Firefighter “C” in command of the crew responded that they did this following the directions for staging of the apparatus, but after further direction from DFC Hernblad they prepared to ladder the Saw Shed.
36. At 07:23:20 hours, Medic Unit #4 arrived at the scene.
37. At 07:23:34 hours, Tanker #1 arrived at the scene.
38. At 07:23:50 hours, Rescue Unit #1 arrived at the scene. DFC Hernblad assigned this crew to assist the crew of Engine #7 with ventilating the Saw Shed. At this time DFC Hernblad stated the following to the Ventilation Sector:
  39. No response was provided regarding whether there was a spread of the Fire to the main structure.
  40. At this point the YKFD was eighteen (18) minutes into the Fire Response. It was unknown how long the Saw Shed had been exposed to fire prior to the YKFD being notified.
  41. At 07:25:23 hours, Lieutenant Fyfe reported to DFC Hernblad that:

“we’ve got the garage door [the overhead door] open and it’s clearing out pretty good. We have no active burning on

the inside of the structure of the frame; we can hear some crackling up in the roof area, but that[']s about it for right now.

42. DFC Hernblad reported back to Lieutenant Fyfe that crews were going to work on opening up the roof.
43. At this time, Lieutenant "B" reported to DFC Hernblad that the water supply was established to supply Engine #8. DFC Hernblad was further advised that Engine #8 had half a tank of water remaining, which meant that the Attack Team had used several hundred gallons of water on the Fire. Lieutenant "B" also advised that the Ventilation Sector was ready to go on the roof of the Saw Shed. DFC Hernblad confirmed at this point that a second crew of four (4) fire fighters was assigned to support the Ventilation Sector.
44. Subsequent to this, at a time not determined, Lieutenant Fyfe came to the door of the Saw Shed and had a discussion with Lieutenant "B" regarding clearing the smoke from the Saw Shed. As a result of this discussion Lieutenant "B" directed a crew to set up a smoke ejector to try and pull smoke out of the Saw Shed. This tactical procedure was neither ordered by DFC Hernblad nor communicated to him.
45. Shortly after setting up the smoke ejector Lieutenant Fyfe came out of the Saw Shed and advised Lieutenant "B" that there was a hole in the roof and that he wanted positive pressure ventilation set-up to pressurize the Saw Shed. Lieutenant "B" had the crew set up positive pressure ventilation. The information of the hole in the roof was not communicated to DFC Hernblad. DFC Hernblad did not order the positive pressure ventilation tactic nor was it communicated to him.
46. At 07:27:22 hours, DFC Hernblad contacted dispatch to see whether or not the property owner had been reached. Dispatch replied in the



negative. At this time DFC Hernblad also identified a location for the Ventilation Sector to open up the roof (south-west corner).

47. At 07:28:36 hours, DFC Hernblad confirmed to the Ventilation Sector that the crew from Rescue Unit #1 has been assigned to support them.
48. At 07:29:29 hours, DFC Hernblad radioed Firefighter "D" to assign someone to: *"take over the SCBA accountability board"*. Firefighter "E" was assigned this duty, and this was confirmed by Firefighter "D" to DFC Hernblad.
49. At this time crews from Engines #7, #8, Tanker #2, and Rescue Unit #1 were committed to the Fire Response, however not all of the tags used to identify fire fighters on scene were on the SCBA Accountability Board.
50. At 07:30:11 hours, DFC Hernblad directed all Firefighters to check in with SCBA Accountability Board.
51. At 07:30:57 Fire Dispatch confirmed that the property owner was en route.
52. At 07:31:42 hours, DFC Hernblad confirmed the Fire to be "under control".

## Search and Rescue Operation<sup>6</sup>

53. At 07:33:07 hours DFC Hernblad attempted to contact Lieutenant Fyfe by stating:

“Attack sector from Command.”

54. There was a ten second pause before Lieutenant “B” responded:

“Command from Lieutenant [“B”], we’re getting a major building collapse. THE ROOF JUST GAVE WAY! There’s ten people in, we’re trying to get our firefighters out, stand by I’ll give you a situation report.”

55. At this point a fire fighter states:

“Lieutenant [“B”] we’re okay on the inside. We’ve got all the crews established here, we’ve got Firefighter [“C”] and [“B”], we’re okay.”

56. DFC Hernblad replied:

“Attack Sector from Command. Did we just have people fall through the roof?”

57. There was a four (4) second pause then this reply was received:

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<sup>6</sup> YKFD Standard Operating Guidelines 3.5.6 require:

*“Upon notice or suspicion of deteriorating structural conditions and/or predictable dangers, Incident Command and Officers will cause the evacuation of all Forward Sectors and apparatus to safe areas by:*

Immediate Actions:

- *Immediately sound siren’s “High/low” audible evacuation alarm;*
- *Immediately transmit evacuation orders to all Forward Sectors over operating radio channel(s); and*
- *Assigning all available resources to protect or secure all routes of egress.*

Accountability:

- *All forward Sector Officers will assemble their members at a safe location and provide to Incident Command a roll call of assigned members; and*
- *Incident Command will ensure all roll calls correspond with all active Fire Fighter Accountability Boards.*

Search and Rescue:

- *Determining location where missing Fire Fighters(s) where last assigned or seen;*
- *Deploying protection hose lines in area last assigned or seen;*
- *Determining a safe search and rescue plan based on Risk versus Benefit assessment;*
- *Silencing the immediate scene and listen for personal alerting devices or calls for help; and*
- *Constantly assessing safety of Forward Sectors assigned to search and rescue continuing operations.”*

“Roger Command.”

58. The reply was not from the Attack Sector (Lieutenant Fyfe/Firefighter Olson).

59. DFC Hernblad stated:

“I want a status report right away on the status of all the people that fell through the roof.”

60. The response was: “Firefighter [“C”] is inside and states they're all okay.” DFC Hernblad then asked, “Do we need any medical attention at this time?” The response was, “Standby...”

61. At the time of the roof collapse there were four (4) fire fighters on the roof and two (2) inside the Saw Shed.

62. At 07:34:33 hours, Lieutenant “B” advised DFC Hernblad:

“I would recommend that we would pull all personnel from the building, do a head count, make sure that we’ve got everybody and then we’ll continue.”

63. DFC Hernblad then went into the main structure of the Home Building Centre outlet to ‘make sure there is no extension [of the fire] in there’ as the other fire fighters on scene were being counted.

64. At 07:35:40 hours, DFC Hernblad assessed the situation within the main structure as being under control. Lieutenant “B” advised DFC Hernblad:

“we’ve got a complete roof collapse; I’m just trying to account for personnel.”

65. DFC Hernblad replied:

“Okay, a minute ago somebody told me everybody was OK.”

66. Lieutenant "B" replied:
- "That was the roof sector I haven't gotten contact with all of our attack sector at this time. I'm just doing a head count and then we'll see if we've got everybody. Standby."
67. At 07:36:55 hours Lieutenant "B" reported to DFC Hernblad that there were two (2) personnel missing and they were starting to remove debris and snow from the Saw Shed. There was a significant amount of snow, roofing material (including insulation) in addition to the contents of the Saw Shed itself. DFC Hernblad then directed Lieutenant "B" to assign all available personnel to the search and rescue operation.
68. Upon being told by DFC Hernblad to assign all available personnel to try and get the two (2) fire fighters out Lieutenant "B" replied that three (3) personnel were missing.
69. At 07:37:57 hours, DFC Hernblad requested an additional medic unit to attend at the scene.
70. At 07:38:23 hours, Lieutenant "B" stated:
- "I need additional shovels at this location, the snow-load on the roof was huge, the whole room is filled with snow. I need more shovels, and extrication people."
71. At 07:41:27 hours, Lieutenant "B" reported to DFC Hernblad that:
- "...we've got communication with one; we're just trying to gain access to him."
72. Post incident it was determined that the noise that was heard came from a charged fire hose rather than one of two missing fire fighters. There was no communication from either of the missing fire fighters from the time of the roof collapse.

73. At 07:47:08 hours, the report that "...no voice contact at this time" was provided to DFC Hernblad.
74. At 07:48:33 hours, DFC Hernblad responded that the shovels were on route, and at 07:48:54 hours DFC Hernblad was advised four (4) additional Paid-on-Call Firefighters were now available to respond to the Fire, he replied that no further manpower was required on scene.
75. At 07:59:09 hours, Lieutenant "B" reported to DFC Hernblad that one (1) person had been extricated, and at 07:59:35 hours DFC Hernblad ordered Old Airport Road blocked for egress reasons. At this point both of the missing fire fighters had been located.
76. At 8:01:29 hours Medic Unit #4 had transported the first Firefighter to Stanton Territorial Hospital.
77. At 8:01:45 hours Medic Unit #2 was transporting the second Firefighter, and at 8:03:32 hours Medic Unit #2 arrived at Stanton Territorial Hospital.
78. Between 08:03:32 hours and 09:14:25 hours the Fire Chief was notified of the situation, WCB Occupational Health and Safety Officers attended at the scene at the request of DFC Hernblad, and fire apparatus were cleared of the scene. The Royal Canadian Mounted Police and Fire Marshall's Office were also on scene to conduct their respective investigations.

### **Summation**

79. Lieutenant Fyfe and Firefighter Olson died of compressional asphyxia when the Saw Shed roof collapsed on them during the Fire Response. The Saw Shed was constructed in the absence of a building permit, and

had a roof system with trusses that were not installed in accordance with the manufacturer's engineered design limits. Lieutenant Fyfe and Firefighter Olson were part of an offensive fire attack that included interior and exterior (roof) operations. At the time it was believed that the main structure of the Home Building Centre outlet was at risk.

80. A number of physical factors combined together caused the roof to collapse. The primary factors were:

- fire damage to the roof structure;
- the snow load on the roof;
- the added weight of four (4) firefighters with their equipment; and
- the partial cutting of some roof truss joists.

81. None of these factors alone caused the roof to collapse. However the risk of collapse increased with each factor coming into play, including the decisions made by the Fire Response Team throughout the incident.

## **Appendix “B”**

### **Media Release WCB and City of Yellowknife Reach Agreement**

**Yellowknife, NT (October 6, 2006)** - The Workers’ Compensation Board of the Northwest Territories and Nunavut (WCB), working with the Federal Prosecution Service, has reached an Alternative Measures Agreement (AMA) with the City of Yellowknife. The AMA is with respect to charges in connection with a fire on March 17, 2005, which resulted in the deaths of Yellowknife Firefighters Lieutenant Cyril Fyfe and Kevin Olson.

“The Agreement is another step in the healing process for both our fire fighters and our residents” said Mayor Gordon Van Tighem. “This AMA serves our residents well, in that we can now better move forward with our multi-phased approach to enhance our Fire Division Safety Program. We will do our best to ensure this never happens again.”

Acting President of the WCB, John Doyle said “both organizations worked hard to reach this agreement keeping in mind what was best for the community and the fire fighters. This incident was a tragedy, one that we never want to have happen again. This AMA will address the safety needs of both the WCB and the City.”

The AMA lists a number of conditions the City needs to adhere to which include allocating \$300,000 for training for YKFD fire fighters. An Agreed Statement of Facts has been filed with the Territorial Court outlining what happened at the Fire.

This Agreement will now end the Court proceedings against both the City and acting Fire Chief Darcy Hernblad. Should either the City or acting Fire Chief Hernblad fail to comply with their respective obligations under the AMA, charges can be recommenced within one (1) year of the date of the Stays of Proceedings being filed with the Court.

#### **For more information contact:**

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City of Yellowknife: Debbie Euchner, City Clerk – 920-5646