

## COUNCIL POLICY

### RESIDENTIAL DEVELOPMENT GRANT PROGRAM

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Policy #: D-06-2025

Section: Development

Rescind Policy #: N/A

Legislative Reference: Town of Smoky Lake Land Use Bylaw 007-18

#### 1. PURPOSE

- 1.1. To provide incentives for eligible residential property owners and developers to encourage the development of additional housing units through a per unit contribution on eligible building projects.

#### 2. DEFINITIONS

2.1 In this Policy:

- a) *"Accessory Dwelling Unit"* shall mean a self-contained dwelling unit, that is situated outside the principal building, is accessory to the principal building, and meets the Alberta Building Code. This includes a secondary, garage, garden, and in-law suite as defined in the Town of Smoky Lake Land Use Bylaw.
- b) *"Applicant"* shall mean the individual or developer submitting an application for financial support through the Residential Development Grant Program.
- c) *"Application Date"* shall mean the date in which the application was acknowledged as received by the Program Review Officer.
- d) *"CAO"* shall mean the Chief Administrative Officer of the Town of Smoky Lake.
- e) *"Completion Date"* shall mean the date by which all work on the proposed project must be completed to the satisfaction of the Program Review Officer.
- f) *"Council"* shall mean the duly elected Council of the Town of Smoky Lake.
- g) *"Developer"* shall mean an owner, agency, occupant, or any person, firm, or company required to obtain or having obtained a development permit.
- h) *"Dwelling Unit"* shall mean a complete dwelling or self-contained portion of a dwelling, or a set or suite of rooms which contains sleeping, cooking and separated or shared toilet facilities, intended for domestic use, and used or intended to be used permanently or semi-permanently

as a residence for a household, and which is not separated from direct access to the outside by another separate dwelling unit.

- i) *"Eligibility Criteria"* shall mean terms that specify who qualifies to receive support through the program and/or the actions necessary to qualify for the Program prior to the receipt of funds.
- j) *"Garage Suite"* shall mean a self-contained dwelling unit located above a detached garage which is located in a rear yard and which is accessory to a single detached dwelling. Garage suites have an entrance which is separated from the vehicle entrance to the detached garage, either from a common indoor landing or directly from the exterior of the building.
- k) *"Garden Suite"* shall mean a temporary, portable detached dwelling unit that is subservient to an existing dwelling on the site but does not include a park model. Guest houses can only be located on a lot containing an existing single detached dwelling or manufactured home.
- l) *"Grant"* shall mean a financial contribution where Eligibility Criteria and/or conditions are compulsory for the recipient, and there is a formal application/selection process and a future obligation is attached.
- m) *"In-Law Suite"* shall mean an additional dwelling unit intended for the sole occupancy of one (1) or two (2) adult persons, which access to the adjoining dwelling unit.
- n) *"Land Use Bylaw"* shall mean the Town of Smoky Lake Land Use Bylaw, as amended from time to time.
- o) *"Program"* shall mean the Residential Development Grant Program, which is a set of Grants that establishes clearly defined objectives, terms, conditions, provisions, and Eligibility Criteria for a recipient to have access to public funds through an objective assessment and selection process.
- p) *"Program Agreement"* shall mean a legal instrument documenting the terms and conditions under which an applicant receives public funds through the Program.
- q) *"Program Review Officer"* shall mean the Development Officer for the Town of Smoky Lake.
- r) *"Project Inspection"* shall mean the periodic inspection by the Program Review Officer and/or appropriate Town staff to determine an Applicant's qualification for the Program, review project progress, and to evaluate a completed project with respect to the Program Agreement.
- s) *"Property"* shall mean a parcel of land described in a Certificate of Title and contained within defined lot lines. For the purpose of this policy this shall include properties identified for residential uses as defined in the Town of Smoky Lake Land Use Bylaw.

- t) *“Secondary Suite”* shall mean a self-contained Dwelling Unit, clearly secondary in size to the main Dwelling Unit within a dwelling, which may or may not share access to the outside and/or other facilities with the main Dwelling Unit.
- u) *“Town”* shall mean the Municipal Corporation of the Town of Smoky Lake.

### **3. POLICY STATEMENT**

- 3.1 The Town may, subject to budget approval and available funds, provide unit-based grants to encourage accelerated housing growth.

### **4. GUIDING PRINCIPLES**

- 4.1 Funds available for Grants are allocated annually through the Development Department’s budget approved by Council, or from other sources identified by the CAO.
- 4.2 Council may choose to fund and/or eliminate any or all of the Grants at any time.
- 4.3 The provision of Grants are based on objective evaluation of applications submitted by applicants and are awarded on a first-come, first-served basis.
- 4.4 Applications requesting funding are reviewed by the Program Review Officer prior to being forwarded to the CAO for final approval.

### **5. GRANTING ALLOCATIONS & REIMBURSEMENT**

- 5.1 The maximum amount available under the Grant is as follows:
  - a. \$7,500 per new Accessory Dwelling Unit, which includes any of the following:
    - i. Garage Suite
    - ii. Garden Suite
    - iii. In-law Suite
    - iv. Secondary Suite
- 5.2 Successful Applicants will be required to enter into and abide by a binding Program Agreement.
- 5.3 The Program Agreement must be signed and returned to the Town by the applicant within twenty (20) working days of notification of approval.
- 5.4 To be eligible for reimbursement, no work is to be performed until a Program Agreement is entered into with the Town. Work that has commenced prior to Town approval is not eligible for reimbursement.

5.5 Grant funding will only be provided as a one-time lump sum reimbursement as per the Program Agreement once:

- a. The approved building permit has received a completed passed final inspection.

5.6 Projects must adhere to all applicable requirements of the Land Use Bylaw, Alberta Building Code, and any other municipal standards to be eligible for reimbursement.

5.7 Funding is subject to availability. Applications will be held in a queue and processed in chronological order of their submission date if additional funding becomes available.

## **6. PROGRAM RESPONSIBILITIES**

6.1 The CAO or designate shall:

- a. Approve, within signing authority, Program Agreements between the Town and recipient.
- b. Identify sources of funds.

6.2 The Program Review Officer shall:

- a. Serve as the Town's primary contact for the receipt of applications.
- b. Review and evaluate applications for funding requests in an objective manner.
- c. Seek additional information when necessary to make an informed decision on an application.
- d. Establish the terms of the Program Agreements.
- e. Maintain records of decisions and prepare appropriate schedules and documentation.
- f. Conduct Project Inspections of the projects as necessary.
- g. Evaluate the Program annually and make recommendations to the CAO regarding their continuation, cessation, and/or ongoing implementation.

6.3 The Applicant shall:

- a. Provide all documentation required by the application and requested by the Program Review Officer.
- b. Adhere to the stipulations and conditions of the Program Agreement.
- c. Obtain all necessary permits and licenses.
- d. Provide all necessary reports and documentation at the conclusion of the project.
- e. Ensure the project is complete by the Completion Date stated within the Project Agreement.
- f. Ensure general upkeep and maintenance of the Property pursuant to the Town's Community Standards Bylaw.
- g. Not submit documentation that is false, incomplete, incorrect or misleading.

## **7. GRANT GUIDELINES & ELIGIBILITY**

### **7.1 Suite Development Grant**

- a. Purpose
  - i. The purpose of is to provide a per-suite Grant for the creation of Accessory Dwelling Units including secondary, garage, garden and/or in-law suites.
- b. Eligibility
  - i. Owners or Developers (with property owner permission) are eligible to apply for funding.
  - ii. Applicants must be in good standing with the Town and not be in arrears on taxes, utilities, fees, fines, or other amounts.
  - iii. Applicants shall not have any pending enforcement issues with the Town.
  - iv. The project shall include the construction of up to one (1) unit maximum per property.
  - v. The Applicant shall ensure all required municipal approvals are in place prior to commencement of the new construction project.
- c. Eligible Funding and Costs
  - i. The maximum funding allowed under the Residential Development Grant Program is a maximum of \$7,500 per eligible unit.
  - ii. Work must commence within three (3) months of approval and shall be completed within one (1) calendar year from when Grant approval is received.
  - iii. Extensions may be considered and granted where justified, at the discretion of the CAO or designate.
  - iv. Projects which are intended to make existing Accessory Dwelling Units legal are eligible for funding under this Program.
  - v. Projects which include upgrades to previously approved Accessory Dwelling Units are ineligible for funding under this Program.
- d. Application Requirements
  - i. Applications submitted under the Residential Development Grant Program must include the following submittals:
    - A completed application form.
    - Drawings of the proposed project and/or a development proposal that shall include details on the type of dwelling(s) being built, an estimated time of construction commencement and an approximate time that the new dwelling(s) will be completed and/or available on the market.
    - Written permission from the property owner if the applicant is a contractor applying on their behalf.
    - The Program Review Officer may request additional information to verify that the Applicant possesses the resources to complete the project as outlined (this can include but is not limited to a list of similar projects completed, financial statements, letter of credit, etc.).

- All contractors performing work on the project must be licensed by the Province of Alberta and possess a valid Business License issued by the Town. They must also carry all required insurance.

## **8. APPLICATION REVIEW AND PROCESS**

- 8.1 Applicants are encouraged to consult with the Program Review Officer prior to submitting an application.
- 8.2 Completed applications shall be submitted to the Program Review Officer.
- 8.3 The Program Review Officer shall acknowledge receipt of the application and record the Application Date.
- 8.4 Grant applications can be submitted throughout the calendar year and are reviewed and awarded in the order in which they are received.
- 8.5 All completed applications shall be reviewed and evaluated by the Program Review Officer.
- 8.6 The Program Review Officer will recommend to the CAO approval, modification, or refusal regarding the decision to enter into a Program Agreement regarding any application.
- 8.7 The Program Review Officer will determine whether an application is in compliance with this policy.
- 8.8 The Program Review Officer will determine the eligibility of costs/expenses, and the allocation of funds depending on the nature and scope of the project, relative to this policy.
- 8.9 Approvals are based on Eligibility Criteria and each applications alignment with this policy.
- 8.10 There is no method of appeal for the decision of the Program Review Officer and CAO.

## **9. FUNDING DISQUALIFICATION**

- 9.1 Applicants found to have falsified documents and/or reports, or submit information that is false or misleading, shall immediately reimburse the Town of any funds received from a Grant.
- 9.2 Projects which are not completed within the timelines of each Project Agreement risk loss of Grant allocation.
- 9.3 Applicants found to have breached any condition contained in the decision to grant an extension may risk loss of Grant allocation.

9.4 A written decision to cancel the Grant allocation must be provided to the Applicant and must include reasons for the cancellation and identify the project in which the cancellation applies to.

#### **10. MUNICIPAL CONTROL**

10.1 Council may choose to eliminate any of the Grants at any time.

10.2 The delivery of Grant funding is subject to the terms of each Program Agreement.

10.3 Submitting an application does not commit the Town into entering a Program Agreement.

10.4 The acceptance of an application does not constitute approval, or that a Program Agreement will be entered into by the Town.

	DATE	RESOLUTION NUMBER
Approved	March 31, 2025	283-2025

Original Signed \_\_\_\_\_  
**Amy Cherniwchan**  
**Mayor**

Original Signed \_\_\_\_\_  
**Crystal Bryks**  
**Interim Chief Administrative Officer**