DEVELOPMENT and PLANNING SERVICES COMMITTEE

January 22, 2018
City of Salmon Arm
Council Chamber
City Hall, 500 - 2 Avenue NE
8:00 a.m.

Page #	Section	Item#
	1.	**CALL TO ORDER**
	2.	**REVIEW OF THE AGENDA**
	3.	**DECLARATION OF INTEREST**
	4.	**PRESENTATION** n/a
	5.	**REPORTS**
1 - 20		5.1 ZON-1114, 703904 BC Ltd., 821 - 17 Street SE – P-3 to R-8
	6.	**FOR INFORMATION** n/a
	7.	**IN CAMERA** n/a
	8.	**LATE ITEM** n/a
	9.	**ADJOURNMENT**

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http://www.salmonarm.ca/agendacenter

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City of Salmon Arm

Development Services Department Memorandum

To: Her Worship Mayor Cooper and Members of Council

Date: January 8, 2018

Subject: Zoning Bylaw Amendment Application No. 1114

Legal: Lot 25, Section 13, Township 20, Range 10, W6M, KDYD, Plan KAP79114
Civic: 821 17 Street SE
Owner: 703904 BC Ltd.
Applicant: Lawson Engineering & Development Services Ltd.

MOTION FOR CONSIDERATION

THAT: **a bylaw be prepared for Council's consideration, adoption of which would amend Zoning Bylaw No. 2303 by rezoning Lot 25, Section 13, Township 20, Range 10, W6M, KDYD, Plan KAP79114 from P-3 (Institutional Zone) to R-8 (Residential Suite Zone);**

AND THAT: **Covenant KX134254 be authorized for discharge from Title of the subject property.**

STAFF RECOMMENDATION

THAT: The motion for consideration be adopted.

PROPOSAL

The subject parcel is located at 821 - 17 Street SE and is currently vacant (Appendix 1 and 2). The proposal is to rezone the parcel from P-3 (Institutional) to R-8 (Residential Suite) which would facilitate a potential subdivision (an application to subdivide has been submitted: SUB17-33). The applicant intends to build one single family dwelling with potential for a *secondary suite* on each proposed lot.

BACKGROUND

The subject parcel is designated Medium Density Residential in the City's Official Community Plan (OCP) and zoned P-3 (Institutional) in the Zoning Bylaw (Appendices 3 and 4 respectively). The subject parcel is located in the residential area between Auto Road and Okanagan Avenue, an area largely comprised of R-1, R-4, and R-8 zoned parcels. There are currently 19 R-8 zoned parcels within close proximity of the subject parcel.

The subject property has been zoned for institutional use since 2005 when the Laurel Estates subdivision was under construction. The developer of Laurel Estates rezoned this panhandle lot from R-1 to P-3 with the intention of building a rest home/care facility. Around that time, Interior Health Authority was seeking lands and RFP's for such facilities.

As a result of the Public Hearing for the previous rezoning, Council required the covenant to be registered on Title, as concerns were raised by surrounding neighbours of the potential of the property being used as a correction facility with P-3 zoning (covenant is attached as Appendix 5). If Council approved this rezoning application, the covenant will no longer be applicable and should be discharged from Title, as stated in the Motion for Consideration.

The large subject parcel is just under 2 acres in area and meets the conditions of minimum parcel area and minimum parcel width as specified by the proposed R-8 zone. Site photos are attached as Appendix 6. The intent of the application is to facilitate the subdivision of the parcel (concept attached as Appendix 7), which would allow for the creation of two parcels each approximately 1 acre, and construction of two single family dwellings potentially with some form of *secondary suite* (the two new lots proposed would meet Zoning Bylaw requirements to permit either a home containing a *secondary suite* or a *detached suite*). The regulations of the current P-3 zone do not permit a primary residential use.

Any development of a single family dwelling, *secondary suite* or *detached suite* would require a building permit and will be subject to meeting Zoning Bylaw and BC Building Code requirements.

Secondary Suites
Policy 8.3.25 of the OCP provides for the consideration of secondary suites in Medium Density Residential designated areas via a rezoning application, subject to compliance with the Zoning Bylaw and the BC Building Code. Based on the parcel area, the lot as it presently exists has potential for the development of either a *secondary suite* or a *detached suite*. Through the proposed subdivision scenario, the new lots would also have potential for the development of a *secondary suite* or *detached suite*.

COMMENTS

Engineering Department

Appendix 8.

Building Department

No concerns. A secondary suite is subject to BC Building Code requirements.

Fire Department

No concerns.

Planning Department

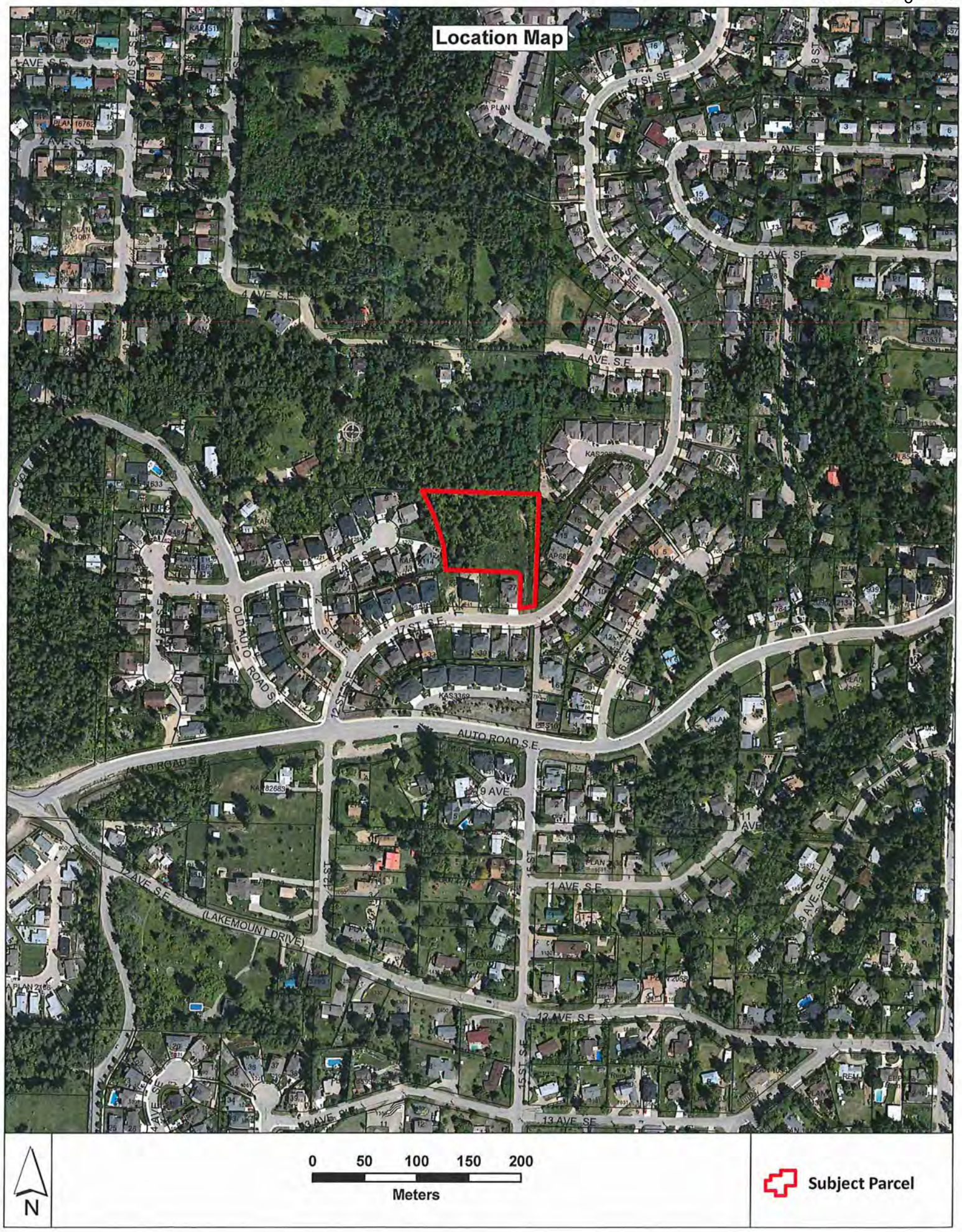
The proposed R-8 zoning of the subject parcel is consistent with the OCP and is therefore supported by staff. Any development of a *single family dwelling*, a *secondary suite* or *detached suite* would require a building permit and will be subject to meeting Zoning Bylaw and BC Building Code requirements.

The intent of the rezoning is to facilitate future residential development in the form of a proposed subdivision which would result in two lots should the applicant proceed. The resulting parcels would substantially align with existing development patterns in the area.

The subject property is adjacent to dedicated green space to the east (Appendix 9). This green space was dedicated with a previous subdivision and allows for a pedestrian connection north to 4 Avenue SE.

Prepared by: Wesley Miles, MCIP, RPP
Planning and Development Officer

Reviewed by: Kevin Pearson, MCIP, RPP
Director of Development Services


Location Map
1 AVE. S.E.
2 AVE. S.E.
4 AVE. S.E.
17 ST. SE
2 AVE. SE
3 AVE. SE
4 AVE. S.E.
17 ST. S.E.
16 ST. S.E.
OLD AUTO ROAD S.E.
12 ST. S.E.
AUTO ROAD S.E.
9 AVE.
11 AVE.
11 AVE. S.E.
9 AVE. S.E.
12 AVE. S.E.
(LAKEMOUNT DRIVE)
12 ST.
15 ST. S.E.
13 AVE. SE
N
0 50 100 150 200
Meters
Subject Parcel

Orthophoto
17 ST. S.E.
25
24
26
27
23
22
21
20
13
12
16
15
9
1281
1280
1270
1051
1061
941
861
841
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730
980
840
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32
31
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28
36
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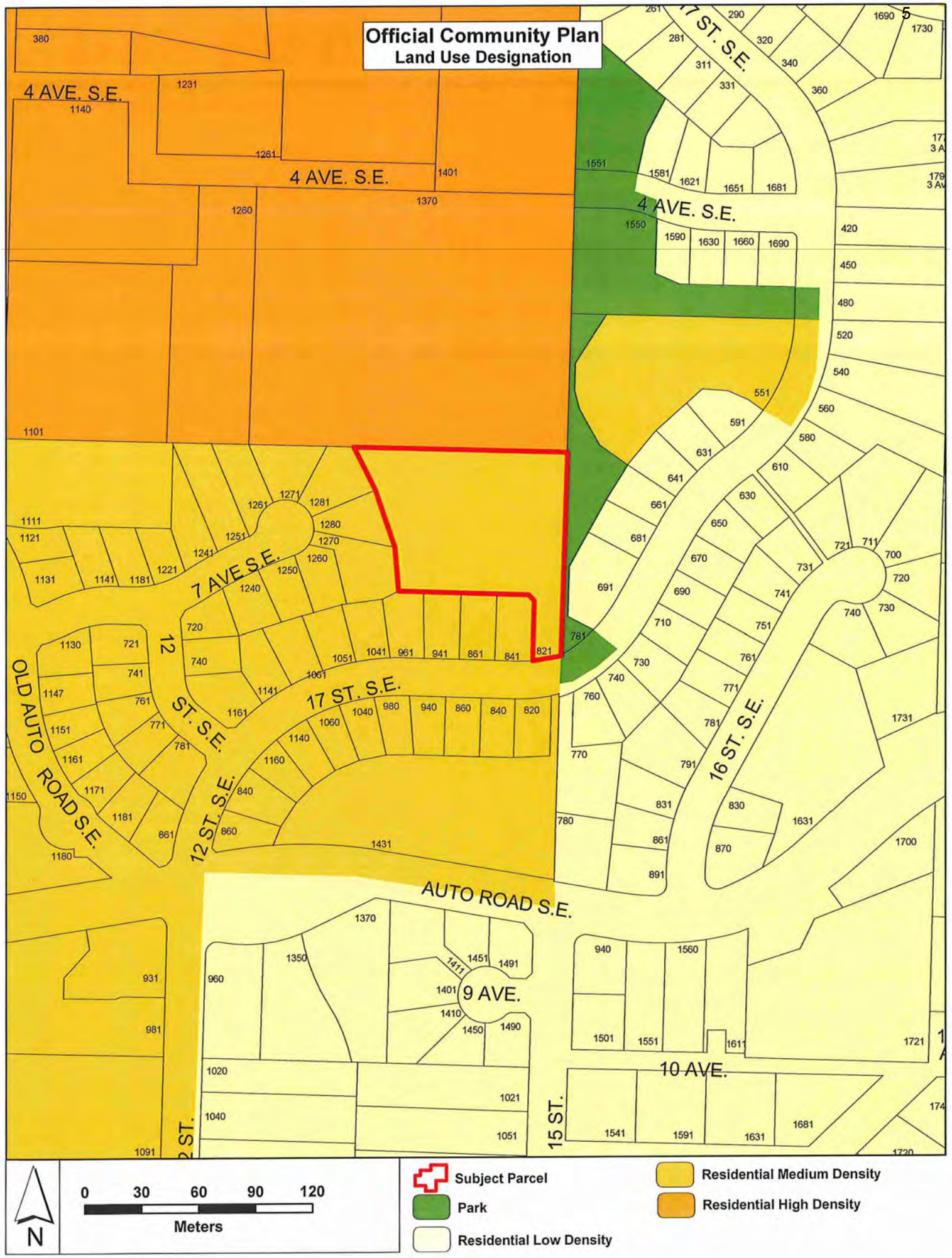
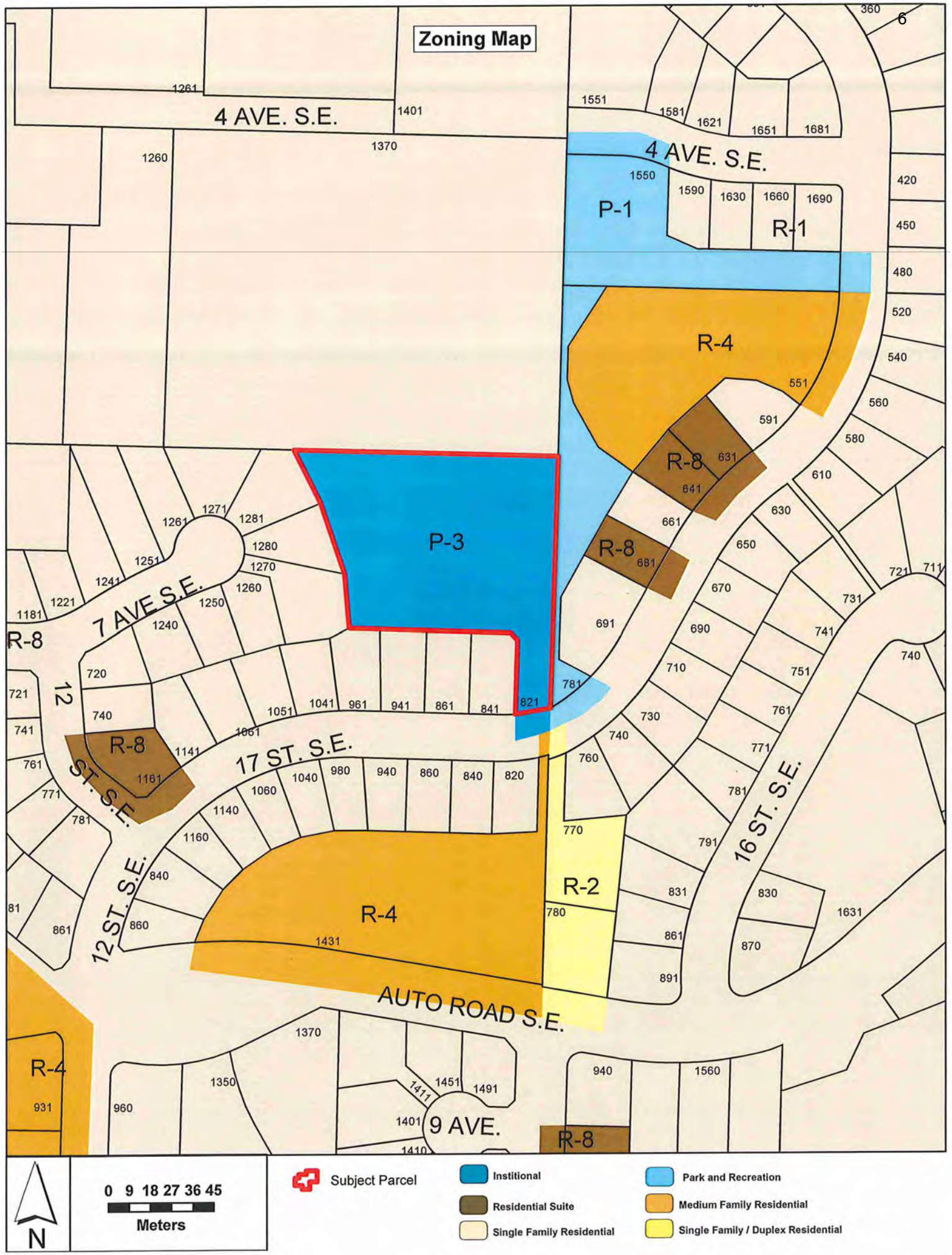
0 10 20 30 40
Meters
Subject Parcel


Official Community Plan
Land Use Designation
4 AVE. S.E.
17 ST. S.E.
7 AVE S.E.
12 ST. S.E.
17 ST. S.E.
16 ST. S.E.
OLD AUTO ROAD S.E.
12 ST. S.E.
AUTO ROAD S.E.
9 AVE.
10 AVE.
15 ST.
Subject Parcel
Park
Residential Low Density
Residential Medium Density
Residential High Density
0 30 60 90 120
Meters
N


Zoning Map
4 AVE. S.E.
4 AVE. S.E.
P-1
R-1
R-4
R-8
R-8
R-8
P-3
7 AVE S.E.
R-8
12 ST. S.E.
R-8
17 ST. S.E.
12 ST. S.E.
R-4
R-2
16 ST. S.E.
AUTO ROAD S.E.
R-4
9 AVE.
R-8
0 9 18 27 36 45
Meters
N
Subject Parcel
Institional
Residential Suite
Single Family Residential
Park and Recreation
Medium Family Residential
Single Family / Duplex Residential

APPENDIX 5

005 14 25 KX134255 23 SEP 2005 14 25 KX134254 (592)

Land Title Act
Form C
(Section 233)
Province of British Columbia

Restricted P-3 Uses 821-17 St SE

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) Page 1 of _6_ pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Allan Francis & Pringle
Barristers & Solicitors
3009B - 28th Street, Vernon, BC V1T 4Z7
(250) 542-1177
File Reference: DLS 31014
LTO Client # 10339

A. Marsiello
Signature of Applicant's Solicitor or Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	(LEGAL DESCRIPTION)
___-___-___	Lot 25, Section 13, Township 20, R10W6M, KDYD, Plan KAP79114

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant and Priority Agreement	ENTIRE DOCUMENT	TRANSFEREE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms	[ ]	D.F. No.
Express Charge Terms	[X]	Annexed as Part 2
(c) Release	[ ]	There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

5. TRANSFEROR(S):*
0703904 B.C. LTD., (Inc. # BC0703904) grants Covenant and Frank Frederick Shunock grants Priority

6. TRANSFEREE(S): (including postal address(es) and postal code(s))*
CITY OF SALMON ARM, 500 - 2nd Avenue N.E., P.O. Box 40, Salmon Arm, BC V1E 4N2

7. ADDITIONAL OR MODIFIED TERMS:* N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)	Execution Date Y	M	D	Party(ies) Signature(s)
DAVID L. SCHAEFER **Barrister & Solicitor** **3009B - 28th Street** **Vernon, B.C. V1T 4Z7** **Telephone: (250) 542-1177**	05	08	09	**0703904 B.C. LTD.**, by it's authorized signatory(s): Per: Keith Harris

Officer Certification:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996 c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
**If space insufficient, continue execution on additional page(s) in Form D.

COPY
SUBMITTED BY: KERSHAW KUROYAMA REGISTRY

Land Title Act
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)	Y	M	D	Party(s) Signature(s)
Frank S. Sarlo Wishart Law Firm, LLP 390 Bay St., 5th Floor Sault Ste. Marie, On P6A 1X2 (705) 949-6700 Barrister & Solicitor	2005	08	10	FRANK FREDERICK SHUNOCK

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C., 1996 c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

COVENANT

Terms of Instrument—Part 2

THIS AGREEMENT dated for reference the 9th day of August, 2005 is

BETWEEN:

0703904 B.C. Ltd., (Inc. #BC0703904), a company duly incorporated pursuant to the laws of the Province of British Columbia and having its registered and records offices located at 3009B - 28th Street, Vernon, B.C. V1T 4Z7

(the "Owner")

AND:

CITY OF SALMON ARM,
a municipality duly incorporated pursuant to the laws of the Province of British Columbia and having its offices located at 500 - 2nd Avenue NE, P.O. Box 40, City of Salmon Arm, BC, V1B 4N2

(the "City")

GIVEN THAT:

A. The Owner is the registered owner in fee simple of the land located in the City of Salmon Arm, British Columbia, legally described as:

1. PID # 011-535-491
   Parcel A (DD K5138F and Plan E11629) of Lot 5,
   Section 13, Township 20, Rge 10 W6M,
   KDYD, Plan 1521 except Plan 41948; and

2. PID # 015-005-313
   Lot 1,
   Section 13, Township 20, Rge 10 W6M,
   KDYD, Plan 41948

   (herein the "Development Lands");

B. It is proposed that a portion of the Development Lands be subdivided and developed for R-1, R-4 and P-3 uses.

C. The Owner has asked the City to accept the covenant created by this Agreement so that the development and a rezoning of the Development Lands sought by the Owner can proceed more expeditiously; and

D. The Owner wishes to grant, and the City accepts, the s. 219 Covenant contained in this Agreement over the lot to be rezoned as P-3 Institutional and legally descibed as:

PID # ___-___-___
Lot 25, Section 13, Township 20, Rge 10 W6M, KDYD
Plan KAP 79114

(herein the "Land")

THIS AGREEMENT is evidence that in consideration of payment of $1.00 by the City to the Owner (the receipt of which is acknowledged by the Owner), and in consideration of the promises exchanged below, the Owner covenants and agrees with the City in accordance with s. 219 of the *Land Title Act* as follows:

(1) The Owner covenants and agrees with the City that:

(a) although the Land is zoned P-3, development of the Land, including by construction or placement of any building or structure on the Land, is prohibited except for the construction of seniors housing, including but not limited to a seniors rest home, Intermediate Care Facility, Congregate Care Facility, Extended Care Facility; Multi-Level Care Facility and Assisted Living Residences.

(2) Any opinion, decision, act or expression of satisfaction provided for in this Agreement is to be taken or made by the City's Director of Development and Planning or his or her delegate authorized as such in writing.

(3) The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.

(4) The rights given to the City by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

This Agreement does not:

(a) affect or limit the discretion, rights or powers of the City under any enactment (as defined in the *Interpretation Act*, on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Land,

(b) affect or limit any enactment relating to the use or subdivision of the Land, or

(c) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.

(6) Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s. 219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs in perpetuity and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.

(7) The Owner agrees to do everything reasonably necessary, at the Owner's expense, to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Agreement.

An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

(9) If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

(10) This Agreement will not be modified or discharged except in accordance with the provisions of Section 219 of the Land Title Act. This Agreement will not be discharged without the prior written consent of the Transferee, which consent may be withheld.

(11) This Agreement is the entire agreement between the parties regarding its subject.

(12) This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

(13) The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

(14) By executing and delivering this Agreement, each of the parties intends to create both a contract and a deed executed and delivered under seal.

Consent and Priority Agreement

GIVEN THAT **Frank Frederick Shunock** (the "Chargeholder") is the holder of a Mortgage registered against the land legally described (the "Land") in the s. 219 covenant to which this Agreement is attached (the "Covenant"), which Mortage is registered in the Kamloops Land Title Office under instrument number KW133092 (the "Charge"),

This Consent and Priority Agreement is evidence that in consideration of payment to it of $1.00 by the transferee described in item 6 of Part 1 of the Form C to which this Agreement is attached (the "Transferee"), the Chargeholder agrees with the Transferee as follows:

(1) The Chargeholder consents to the granting and registration of the Covenant and the Chargeholder agrees that the Covenant binds its interest in and to the Land.

(2) The Chargeholder grants to the Transferee priority for the Covenant over the Chargeholder's right, title and interest in and to the Land and the Chargeholder postpones the Charge, and all of its right, title and interest thereunder, to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

As evidence of its agreement with the Transferee to be bound by this Consent and Priority Agreement, as a contract and as deed executed and delivered under seal, the Chargeholder has executed and delivered this Agreement by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

Approved as to form by the
City of Salmon Arm

per Approving Officer for the City of
Salmon Arm

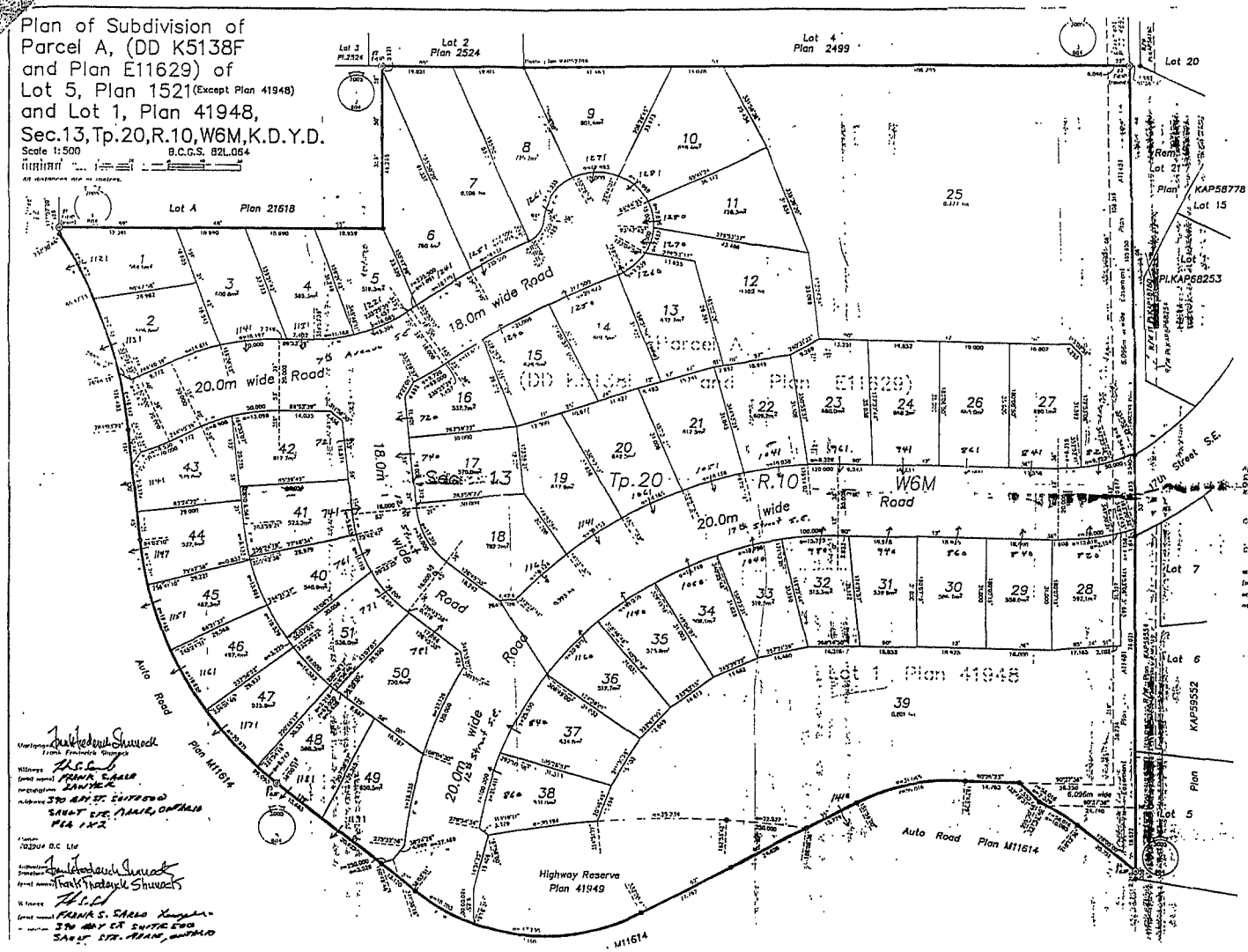
END OF DOCUMENT

13

Plan of Subdivision of Parcel A, (DD K5138F and Plan E11629) of Lot 5, Plan 1521 (Except Plan 41948) and Lot 1, Plan 41948, Sec.13, Tp.20, R.10, W6M, K.D.Y.D.

Scale 1:500 B.C.C.S. 82L.064

All distances are in metres.



PLAN K.

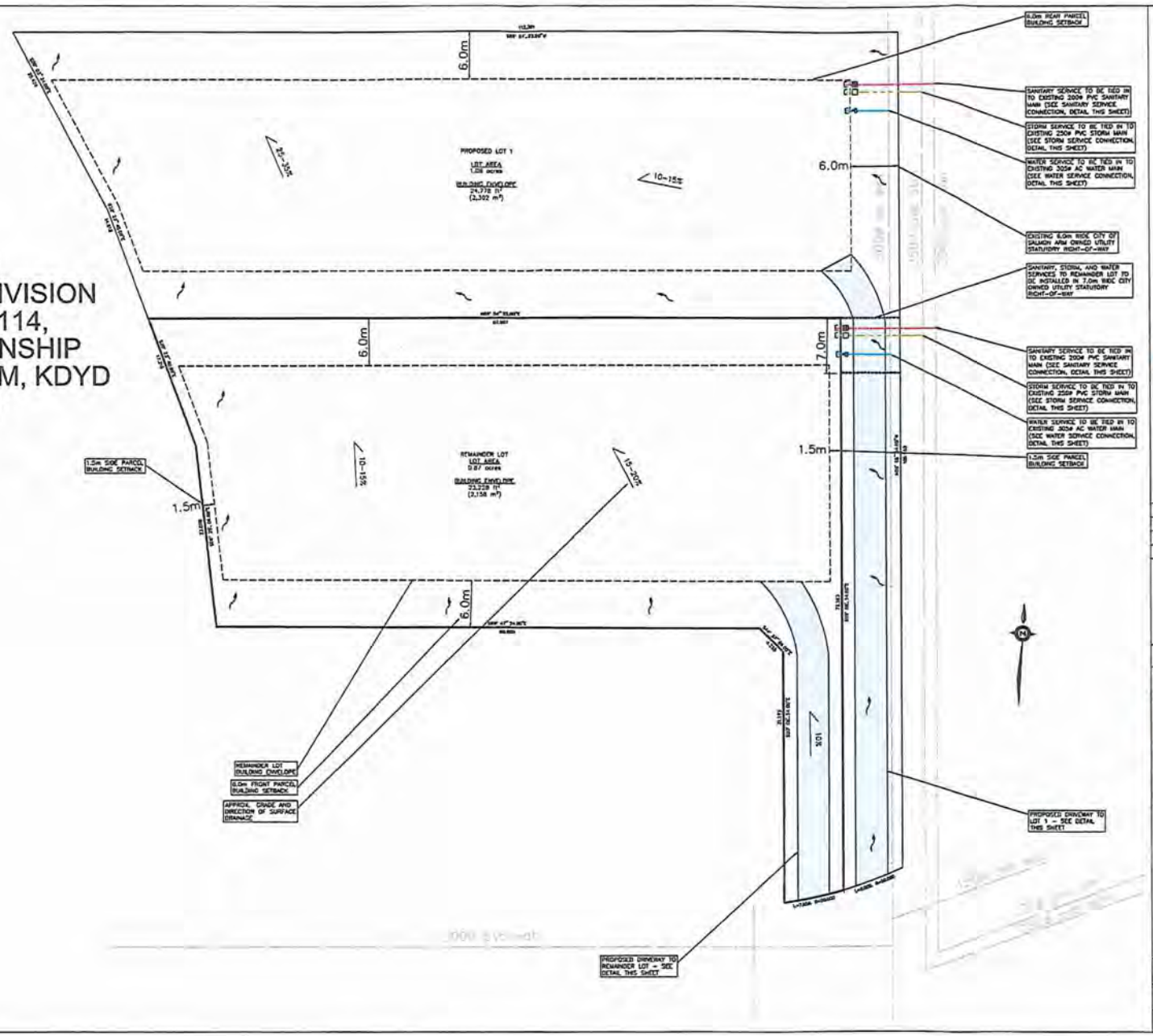
APPENDIX 6

Photo 1: Photo looking north from 17 Street SE at the subject property proposed panhandle access.

Photo 2: Photo looking north-west at the subject property.

APPENDIX 7

SKETCH PLAN OF PROPOSED SUBDIVISION OF LOT 25, KAP79114, SECTION 13, TOWNSHIP 20, RANGE 10, W6M, KDYD SALMON ARM, BC



City of Salmon Arm
Memorandum from the Engineering and Public Works Department

TO:	Kevin Pearson, Director of Development Services
DATE:	December 4, 2017
PREPARED BY:	Darin Gerow, Engineering Assistant
OWNER:	703904 BC Ltd., 797 River Road, Sault Ste Marie, Ontario, P6A 5K9
APPLICANT:	Lawson Engineering, PO Box 106, Salmon Arm, BC, V1E 4N2
SUBJECT:	**ZONING AMENDMENT APPLICATION FILE NO. ZON-1114E**
LEGAL:	Lot 25, Section 12, Township 20, Range 10, W6M, KDYD, Plan KAP79114
CIVIC:	**821 – 17 Street SE**

Further to your referral dated November 27, 20177, we provide the following servicing information.

Engineering Department does not have any concerns with the proposed re-zoning.

The following comments and servicing requirements are not conditions for the rezoning; however, these comments are provided as a courtesy in advance of any development proceeding to the next stages. These comments are generalized; more specific servicing requirements will be identified at a future stage:

General:

1. Full municipal services are required as noted herein. Notwithstanding the comments contained in this referral, it is the applicant's responsibility to ensure these standards are met.

2. Comments provided below reflect the best available information. Detailed engineering data, or other information not available at this time, may change the contents of these comments.

3. Properties to be serviced completely by underground electrical and telecommunications wiring

4. Properties under the control and jurisdiction of the municipality shall be reinstated to City satisfaction.

5. Owner/developer will be responsible for all costs incurred by the City of Salmon Arm during construction and inspections. This amount may be required prior to construction. Contact City Engineering Department for further clarification.

7. Erosion and Sediment Control measures will be required at time of construction. ESC plans to be approved by the City of Salmon Arm.

8. Any existing services traversing proposed lots must be protected by easement and located outside of the proposed building envelope. Owner/developer is responsible for all associated costs.

9. At the time of subdivision the applicant will be required to submit for City review and approval a detailed site servicing/lot grading plan for all on-site (private) work. This plan will show such items as parking lot design, underground utility locations, pipe sizes, pipe elevations, pipe grades, catchbasin(s), control/containment of surface water, contours (as required), lot/corner elevations, impact on adjacent properties, etc.

10. For the off-site improvements at the time of subdivision the applicant will be required to submit for City review and approval detailed engineered plans for all off-site construction work. These plans must be prepared by a qualified engineer. As a condition of building permit approval, the applicant will be required to deposit with the City funds equaling 125% of the estimated cost for all off-site construction work.

Roads/Access:

1. 17 Street SE on the subject properties south boundary is classified as an Urban Local Road requiring a road dedication of 20.0 meters (10.0 meters on either side of road centerline). Based on review of existing records, no additional dedication is required, (to be confirmed by BCLS).

   17 Street SE is currently constructed to an Urban Local road standard. No upgrades are anticipated.

2. Owner/developer is responsible in ensuring all boulevards and driveways are graded at 2.0% towards the existing roadway.

3. Owner/developers Engineering Consultant to provide details that driveways shall conform to Policy 3.11 at time of subdivision.

Water:

1. The subject property fronts on a 350mm diameter (zone 2) watermain along the eastern property boundary and a 200mm diameter (zone 2) watermain along 17 Street SE. No upgrades are anticipated.

2. The subject property is in an area with sufficient fire flows and pressures according to the 2011 water Study (OD&K 2012).

3. Each proposed lot to be serviced by a single water service connection (as per Specification Drawing No. W-10) adequately sized to satisfy the proposed use (minimum 25mm). Water meters will be required at time of building permit (meter provided by the City of Salmon Arm

at the developers cost). Existing records indicate that the lot does not have existing servicing. All existing inadequate/unused services must be abandoned at the main. Applicant is responsible for all associated costs.

Sanitary Sewer:

1. The subject property fronts a 200mm diameter sanitary main along the majority of the eastern property boundary. No upgrades are anticipated.

2. Each proposed lots are to be serviced by a single sanitary service connection adequately sized (minimum 100mm diameter) to satisfy the servicing requirements of the development. Existing records indicate that the lot does not have existing servicing. All existing inadequate/unused services must be abandoned at the main; applicant is responsible for all associated costs.

Drainage:

1. The subject property fronts a 250mm storm main along the majority of the eastern property boudnary. No upgrades are anticipated. Owner/developer may be required to service the lots from this storm sewer main. Alternative methods of managing stormwater may be considered, with specific approval from the City Engineer as part of an Integrated Stormwater Management Plan, Owner/developer is responsible for all associated costs.

2. An Integrated Stormwater Management Plan (ISMP) conforming to the requirements of the Subdivision and Development Servicing Bylaw No. 4163, Schedule B, Part 1, Section 7 shall be provided. Should discharge into the City Storm Sewer be part of the ISMP, owner/developers engineer is required to prove that there is sufficient downstream capacity within the existing City Storm System to receive the proposed discharge from the development

3. The proposed lots may be serviced by a single storm service connection adequately sized (minimum 150mm) to satisfy the servicing requirements of the development. All existing inadequate/unused services must be abandoned at the main; applicant is responsible for all associated costs.

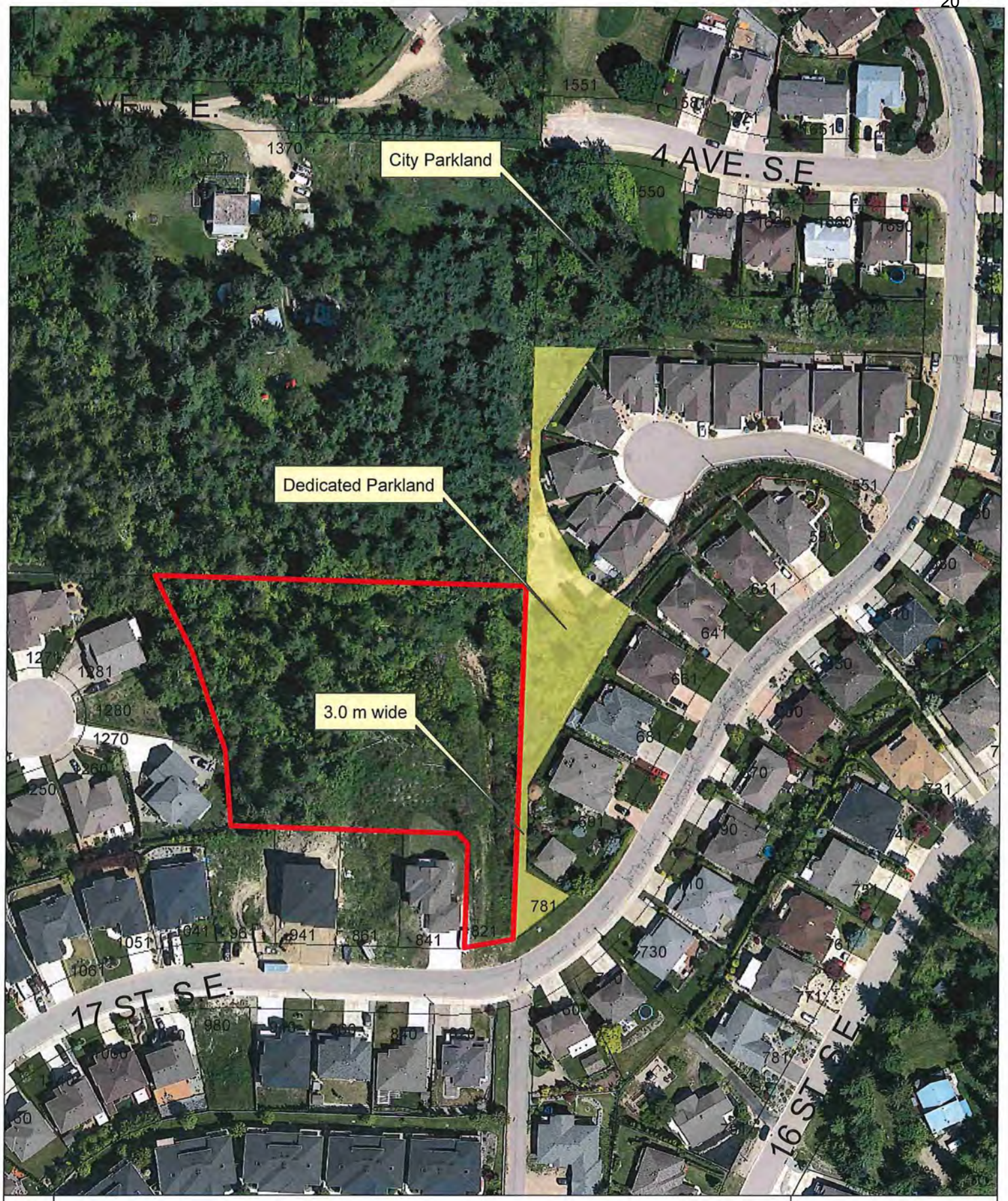
Geotechnical:

1. A geotechnical report in accordance with the Engineering Departments Geotechnical Study Terms of Reference Category A (Building Foundation and Site Drainage) is required.

Darin Gerow, AScT
Engineering Assistant

Jenn Wilson, P.Eng.
City Engineer

X:\Operations Dept\Engineering Services\ENG-PLANNING REFERRALS\RE-ZONING\1100's\ZON-1114 - 703904 BC Ltd. (821 - 17 Street NE)\ZON-1114 - 703904 BC Ltd. (821 - 17 Street NE) - ENGINEERING REFERRAL.docx



N

0 20 40 60 80
Meters

Subject Parcel