

Regulations

of Lersøgrøftens Integrationsbyhaver



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Appendix 1

§ 1. The name and home of the union

§ 1. The name of the union is Lersøgrøftens Integrationsbyhaver.

§1.1 The home of the union is Lersøgrøftarealet: Lersøstien 131a, 2100 København Ø København, Denmark.

§1.2 The unions postal adress is that of the chairman.

§1.3 The unions homepage is lersogroften.dk and the e-mail is mail@lersogroften.dk

§2. Purpose of the union

§ 2. The purpose of the union is to run integrational citygardens on the Lersøgrøft area, located between Tagensvej and Lersø Parkallé. This takes place according to the unions vision and "Lersøparken og kolonihaveparken, Udviklingsplan 2009 - 2019" developed by Københavns Kommune.

§ 2.1. The union will work towards, ensuring more people access to cultivating within the city and enjoy a meaningful time in the nature. This is set to happen within the bounds of Lersøgrøften. Through this work the union will strive towards strengthening integration, neighbourship and social contact in the area around the gardens. The principles of the community is defined within the unions house rules.

§ 2.2. The citygardens should help ensure a better understanding of climate, organic production and sustainability. Thus the gardens must be cultivated in an organic way. This is further defined in the union house rules.

2.3 The union will work towards, the citygardens working together, with the people involved, but also with the nature.

§ 2.4. The union will cooperate with other unions and innovators from the local area, who comply with our goals.

§ 2.5. The gardens must be open to the public all year round.

§ 3. Members

§ 3. Persons of legal age, with a permanent and legal adress within the stated limits (see appendix 1), at the time of collection of annual fee, can become members.

Membership of the union is valid for one year at a time. A person, who has paid the annual fee, within the, by the board stated date, and signed the rental contract, will be obtained in the union.

§3.1 It is only possible to obtain one garden per adress. The board can give special dispensation from this rule if you live in a collective or similar. When applying for dispensation you must send a written application to the board.

§ 3.2. Half of the gardens are reserved to persons born in Denmark, and the other half, is reserved to persons born in an other country than Denmark. There are kept two seperate waiting lists, to ensure this is upheld.

§ 3.3 If there are gardens that by April 15th have not yet been rented put, the board can dispose over these, as communal- or projectgardens, to enforce the unions purpose

§ 3.4 Gardens with even numbers are given to persons born outside of Denmark, and gardens with uneven numbers are given to people born within Denmark.

§ 3.5 No member can be obtained in the union without the boards approval.

§ 3.6 When a member terminates their membership, the garden must be cleaned and dug through. If the member have decorated the garden in an unconventional way, eg. tiles, rocks or trees, the garden must be brought back to the original look, which means, dug trough on the entire plot. If the new member taking over the garden, wants to keep the current interior, arrangements can be made, so it can be delivered in this state.

§ 3.7. The members of the union are obliged to report change in adress and e-mailadress, in order to be able to receive important information.

§ 3.8. Termination of membership is automatically conducted when a person does not pay the annual fee within the announced timelimit, or if a member has debt to the union.

§ 4. Communal work

§ 4. Establishing and maintaining common - buildings and areas is taken on by the members of the union, as communal work. Adopted on the general assembly held on 11/3-2017, the general assembly, decides how many communal days the members must be a part of. The board informs when these days are held.

§ 4.1. Each member has in addition to the previous also, the duty to maintain roads and walkpaths around their own garden.

§ 4.2. If the member does not show up to the communal work, the board can give out a fine, decided by the general assembly. The fine will have to be paid, in order to avoid termination of the renting agreement.

§ 5. General assembly

§ 5. The highest authority of the union is the general assembly.

§ 5.1. The regular general assembly must be conducted annually in the second week of March. The board will have to announce time and date for the general assembly, no later than the third Monday in January. The list of topics must include the following:

- Choosing conductor, referent and vote counters.
- Story of the year.
- Annual accounting statement.
- Incoming propositions.
- Approval of budget - within this, determination of membership- and waitinglistfee.
- Choosing chairman and cashier.
- Choosing boardmembers and alternates.
- Choosing accountant and alternater.
- Other.

§ 5.2. Extraordinary general assemblies will be held, when the general assembly or a majority of the board, or a quarter of the union members, presents a written demand to the board, announcing the list of topics. In this case the board is responsible of arranging a general assembly within 21 days from receiving the demand. Decisions made at an extraordinary general assembly can only be made, in the case that at least 4/5 of the members, making the demand, turns up.

§ 5.3. The regular general assembly is announced via e-mail by the board with at least 14 days notice. An extraordinary general assembly can be announced with an 8 days notice. This was adopted on the general assembly of 11/3-2017.

§ 5.4. Proporsitions you would like to be treated at the general assembly, must be directed to the chairman by the 1st of February. Proporsitions made, must be announced to the members along with the notice for the general assembly.

§ 5.5. Any member alongside fellow residents, have access to the general assembly.

§ 5.6. The board invites others to participate. These are introduced in the beginning of the general assembly, and does not have the right to vote.

§ 5.7. Any member, who has paid their annual fee before the general assembly is conducted, has one vote. The ruling principal is: "one garden, one vote".

§5.8. All decisions are made by simple majority of the persons who turn up. Unless it involves changes in the regulations, or termination of the union.

§ 5.9. You can also vote by a written power of attorney. Each vote entitled member, who attends a general assembly, is only allowed to bring one, wirtten power of attorney.

§ 5.10. Reports from the general assembly is signed by the conductor, referent and chairman. The report will be sent to members via e-mail, no later than one month after the general assembly.

§ 6. Board and accountant

§ 6. The general assembly chooses a board containing of five persons. They are all chosen for a two year period. In uneven years two boards members are chosen, in even years three boardmembers are chosen.

Each year two alternaters are chosen for a period of one year. When choosing board- and alternatermembers, it must be ensured that at least two of the board members are born in Denmark, and two board members are born outside of Denmark, and that one of the alternaters are born in Denmark, and the other in a country that is not Denmark. In addition to this, there will be chosen an accountant and an alternater on an annual basis

§ 6.1. The board performs its duties through meetings. At least four annual board meetings is required. A list of topics has to be made for each meeting, and a list of decisions made, must be collected in a protocol, which has to be signed by the referent and chairman.

§ 6.2 If a boardmember, cashier or chairman moves outside of the area (see appendix one), the person can stay in the position, and keep the garden, until next election period. If the person has moved by the end of the election period, it is not possible to run again or keep the garden. This was approved on the general assembly of 11/3-2017.

§ 6.3. The board constitutes itself, just after the general assembly, with the chairman and cashier.

§ 6.4. The union uses e-mail as form of communication to its members. Information is sent out via the unions newsletter.

§7. Teamwork

§ 7. The general assembly or the board can assemble workgroups, in order to conduct eg.:

- Fundraising
- Website
- Schoolgarden teaching
- Events for the members
- Waiting list and arranging the garden lots.
- Coordinating communal work

§ 7.1. The work groups are available to all the members of the union

§ 7.2. The work groups answers to the board regarding all decisions. Eg: economy.

§ 8. Annual fee

§8. The union takes an annual fee, which is paid in advance. This fee and other expenses are paid to cover the unions expenses and activities.

§8.1. The fee is decided by the annual general assembly.

§8.2. The fee can only be paid by transfer to the unions bank account. Payment must be made before the, by the board given date. Members who do not pay the fee within the given timeframe, will no longer be members.

§ 9. Waiting lists

§9 The union makes a waiting list, if the number applying for a garden, succeeds the number of gardens. The waiting list is kept as two separate lists. One for people born in Denmark, and one for people born outside of Denmark. This was decided on the general assembly of 11/3-2017.

§9.1 Persons living within the boundaries (see appendix one), at the time of paying the waiting list fee, can be signed up for one of the waiting lists.

§9.2 Persons are signed on to the waiting list, according to when the waiting list fee is received. This means that seniority is set from the date the waiting list fee is received.

§ 9.3. The waiting list will be closed when the number of people on the waiting list is greater than 50% of the number of gardens, attached to that specific waiting list.

§ 9.4. A person on the waiting list, is removed when a garden has been declined three times.

§ 9.5. There is an annual waiting list fee to the union. The waiting list fee is paid in advance.

§ 9.6. The space on the waiting list is kept when the annual fee is paid on time.

§9.7 Members who decide to cancel their membership, can, if they pay the waiting list fee by the cancellation, get a place on the waiting list, with seniority according to how long they have been there.

§ 9.8. The annual waiting list fee is decided on the annual general assembly.

§10. Preemptive measures

§ 10. The board is represented legally and economically by at least two board members. One of these must be either the chairman or the cashier. The union is not allowed to obtain debt.

§ 10.1. The persons given preemptive measures creates a bank account in the name of the union.

§ 10.2. The board must make sure, that the union has got legal insurances.

§ 11. Accounting year

§ 11. The account year runs from January 1st. - December 31.

§ 12. General rules

§ 12. The general assembly decides the general rules applicable for the union.

§ 12.1. The board enforces and administers according to the general rules.

§13. Sponsors and donations

§ 13. The union can apply for support, sponsorships and donations, towards materials and activities that support the purpose of the union.

§14. Exclusion

§ 14. A member can be excluded from the union, if there, despite of reminders, is unpaid debt, the garden is not kept according with the regulations or in any other way acts destrutc- or harmful towards the union.

§ 14.1. Questions of exclusion is decided by the board.

§15. Change in regulations and termination of the union.

§15. Change in these regulations or the termination of the union, demands that 2/3 of the members present at the general assembly, votes for the proposition. If the topic is raised at an extreordinary general assembly 2/3 must vote for.

§15.1 The unions wealth, will after being dissolved, go to projects doing similar things as the union. These will be decided on the termination general assembly.

Appendix 1

To the regulations of H/F LERSØGRØFTENS INTEGRATIONSBYHAVER

Close proximity to H/F LERSØGRØFTENS INTEGRATIONSBYHAVER

The close proximity to this union is cut of on the middle of the road on:

Jagtvej 131 -171 (uneven numbers),

Vibehus Runddel,

Lyngbyvej 1 -155 (uneven numbers),

Emdrupvej 1 - 99 (uneven numbers),

Tuborgvej 171- 269 (uneven numbers),

Tomsgårdsvej 2 - 110 (even numbers)

Frederikssundsvej 2 - 90B (even numbers)

Mimersgade 2 - 126A (even numbers)

As shown on this map

