

IMPLEMENTATION OF COOPERATION AGREEMENTS ON THE USE OF SPRINGS BETWEEN COMMUNITIES OF NAGARI RIVER KAMUYANG AND REGIONAL WATER DRINKING COMPANIES (PDAM) PAYAKUMBUH CITY

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Abstract: *A letter of agreement is very necessary in the daily life of our society. As we know in social life, we often interact with other people. In this interaction, of course, many things happen. The reciprocal relationship between each other often makes us need to make a letter of agreement. We often make a letter of agreement when we are doing a reciprocal relationship between the two parties. In a letter of agreement, of course, there are two things that cannot be separated when someone makes an agreement or they will make a letter of agreement.*

Key Words: *Agreement, Communities of Nagari River Kamuyang, PDAM Payakumbuh City.*

1. INTRODUCTION:

The cooperation agreement regarding the use of a spring located in Nagari Sungai Kamuyang was first carried out in 1980 by the Payakumbuh Municipal Drinking Water Company (PDAM). The agreement will be renewed every two years. The renewal aims to add or reduce the contents of the existing agreement according to the needs and agreement of both parties so that the cooperation agreement can continue without any problems that occur during the use of springs by the Payakumbuh Municipal PDAM. This cooperation agreement was realized by means of the Payakumbuh City PDAM making friendly visits as well as holding a meeting with the source of the spring, namely the people of Nagari Sungai Kamuyang. Based on the meeting, an agreement will be obtained that will be carried out during the use of springs by the PDAM Payakumbuh City.

However, as time went on, some people from the Nagari Sungai Kamuyang community felt that the agreement had to be amended even though the time for renewal in the agreed agreement had not yet come, if their request was not fulfilled then they would decide to use the spring unilaterally. As a result of this incident, the Payakumbuh City PDAM received a shortage of water sources to be used for the people of Payakumbuh City. In order to find common ground in this matter, the PDAM asked for directions from the Payakumbuh City Court for the best solution to the incident that occurred because the agreement made in the utilization of the spring was an underhand agreement.

2. THEORITICAL FRAMEWORK:

a. Agreement Theory

Article 1313 of the Civil Code stipulates that an agreement is an act by which one person or more binds himself to one other person.

b. Legal Certainty Theory

According to Sudikno Mertokusumo, legal certainty is a guarantee that the law is implemented, that those entitled according to law can obtain their rights and that decisions can be implemented.[1]

c. Theory of Legal Responsibility

According to Hans Kelsen, the concept of legal responsibility is that a person is legally responsible for a certain action or that he bears legal responsibility, the subject means that he is responsible for a sanction in the event of a conflicting act.[2]

3. LITERATURE REVIEW:

An agreement is an agreement by which two or more people bind themselves to carry out something in the field of assets.[3]

According to Subekti, a deed is different from a letter, that is, a piece of writing which is indeed written deliberately made to be used as evidence of an event and signed.[4]

In Law Number 20 of 2008 concerning Small Businesses, the definition of cooperation/partnership is business cooperation between small businesses and large businesses accompanied by guidance and development by medium or large businesses by demonstrating the principles of mutual need, mutual strengthening, and mutual benefit.

4. METHOD:

The method used in this research is an empirical juridical approach, which is an approach based on field research methods, namely examining the legal provisions that apply and what happens in people's lives.[5]

5. DISCUSSION:

If the objection from the water owner is not accepted by the Payakumbuh Municipal PDAM, the owner of the spring will terminate the underhanded agreement that was made previously. If the disconnection occurs, the Payakumbuh City PDAM will find it difficult to fulfill the water supply for Payakumbuh City. So that the Payakumbuh City PDAM is faced with an unfavorable situation and at the same time must accept objections raised by the owner of the water source so that the water supply for Payakumbuh City remains smooth.

6. ANALYSIS:

A. The process of making an Agreement carried out by the Sungai Kamuyang Nagari Community regarding the Use of a Water Source carried out by the Regional Drinking Water Company (PDAM) of Payakumbuh City

The process of making an agreement carried out by the Nagari Sungai Kamuyang community regarding the use of springs carried out by PDAM Payakumbuh City was carried out in three stages of making an agreement, namely: *Stagepra-contractual*, namely the existence of an offer and acceptance; *Stagecontractual*, namely the conformity of the statement of will between the parties; and *Stagepost-contractual*, namely the implementation of the agreement.

B. The process of completing the Agreement made by the Sungai Kamuyang Nagari Community with the Regional Drinking Water Company (PDAM) of Payakumbuh City regarding the use of springs

Completion of the agreement made by the Nagari Sungai Kamuyang community with PDAM Payakumbuh City regarding the use of springs was carried out through deliberation. The deliberation was carried out by PDAM Payakumbuh City by forming a team that would be tasked with negotiating with the owner of the spring. The team formed by PDAM Payakumbuh City will meet with the owner of the spring to discuss requests for changes to the existing agreement. The results of the meeting will be submitted by the Payakumbuh City PDAM team to the Payakumbuh City PDAM Director to ask for a decision on the meeting that has been held. If the Managing Director is willing to make changes according to the request of the owner of the water source, a change agreement is made in accordance with the directions given by the President Director of PDAM Payakumbuh City. If the Payakumbuh City PDAM President Director has objections, the team formed by the Payakumbuh City PDAM is asked to renegotiate with the owner of the spring.

7. CONCLUSION:

From the discussion as explained earlier, several conclusions can be drawn, including:

- Although in the UUPA it is mentioned that the land whose right period has expired results in the land being directly controlled by the State, but that does not immediately result in anyone being able to take over and apply for new rights over the former land.

- Right to Build is a right granted by the state to Indonesian citizens on a temporary basis.
- Legal protection for heirs whose Right to Use the Building has ended, does not immediately return to the country the right of control or management.

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