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**To:** Charles Milstein, Assistant to the Director  
**Cc:** Dennis Weldon, General Counsel; James Ney, Director  
**From:** Danielle Friedman, Esquire on behalf of Pennsylvania Taxi Assoc.,  
Friedman, Broker  
**Date:** March 29, 2013  
**Re:** Proposed changes to 52 Pa. C.S. § 1027.5 Agreement of Sale

2013 APR 9 AM 10:35  
Inc. and Inds

I am writing to you in order to object to the TLD's proposed changes to the above-referenced section. Changing this Section to require that an agreement of sale be signed at the TLD at the same time that the application to transfer rights is filed with the TLD, and not before, would impose an undue burden on the way business is regularly conducted within the industry and throughout Pennsylvania.

Under normal circumstances, the owner of a corporation who wants to sell the corporation's medallion calls our office and says that he would like to sign an agreement of sale. It is only after an agreement of sale is signed, that we call a known person who desires to purchase a medallion or find a purchaser for the medallion. When the buyer signs, we request a deposit and then proceed to fill out and gather the necessary paperwork required to complete the transfer with the TLD. It is impossible to complete this transaction in one sitting, as it takes time to request criminal records (such as for purchasers who live in New Jersey) and obtain bank statements on top of the time it takes to complete other paperwork. It would not be a prudent business practice to ask a buyer to appear at the TLD with his sizeable deposit simply depending upon good faith that the seller will show up and sign the agreement of sale. It does not give the broker the opportunity to explain the transfer process and go through the agreement of sale with the buyer line by line. Our current practice forces a seller to commit to the sale, which induces the buyer to appear before us to sign the agreement of sale and offer his deposit. Not to mention that many buyers and sellers travel long distances to come sign these agreements; to have them rely on the good faith of a stranger to appear at the TLD would be an unreasonable request.

When the buyer and seller sign at *our* offices, they are signing a binding, legally enforceable contract. The TLD's transfer process is a mere formality in order to effectuate the transfer of rights. The TLD has every right to approve or disapprove a transfer application if it does not comply with the regulations, however the TLD is not at liberty to determine what constitutes a legally enforceable contract. The TLD's proposal goes against common sense. Even the purchase and sale of real estate does not require such burdensome procedures—the only time a buyer and seller usually meet is at settlement. There is no logical reason as to why the buyer and seller need to sign the agreement of sale at the same time the transfer application is submitted. I do not see the harm the TLD faces with having signed agreements of sale in their possession without corresponding transfer applications—this should be the buyer's and seller's concern and it is up to them if they want to enforce the agreement of sale and complete the transfer.

While we do not see a reason why the TLD has to witness the signing of the agreement of sale since the contract is already enforceable after it is signed at our office, we are willing to accept the fact that the buyer and seller can go to the TLD and *separately* sign in the presence of a TLD employee. We would also be amenable to a requirement that transfer applications have to be submitted within fifteen (15) business days as of the signing of the agreement of sale in front of the TLD, but to require everything to be submitted simultaneously goes against common sense and regular business practices.

