

FOR IMMEDIATE RELEASE



The EBT Foundation, Inc

June 12, 2026

In recent days the internet and social media have been awash with malicious, derogatory, and patently false information and allegations relating to the relationship between the EBT Foundation and the Rockhill Trolley Museum. The initiators of these unwarranted attacks on the foundation are a very small group of malcontents who we believe have hijacked the management of the trolley museum and its board of directors, some of whom are former employees of the Foundation who have been fired for cause and are subject to non-disclosure and non-defamation agreements.

The EBT Foundation has no desire to litigate the veracity of these attacks on the internet, but it will take whatever steps are necessary to set the record straight and also restrain further malicious attempts to defame the EBT Foundation and the work it has undertaken to save, restore, and preserve the National Historic Landmark in Huntingdon County..

In response to the referenced current campaign to damage the EBT Foundation and its reputation and that of its officers, directors, and employees, the foundation offers its perspective as to its current relationship with the Rockhill Trolley Museum,

1. When the EBT Foundation acquired its railroad property south of the Aughwick Creek bridge in 2020, it also acquired as lessor, the 1988 lease between the East Broad Top Railroad and Coal Company, Inc and Railways to Yesterday Inc, a/k/a Rockhill Trolley Museum. The initial term was for 5 years and provided that *the lease shall renew automatically for successive one (1) year terms unless either party gives the other written notice on or before the commencement of one renewal term, that the term following next will not be renewed.* The original lease has been extended annually since 2022 as we tried to reach a conclusion in defining a new relationship between the Foundation and the trolley museum that is consistent with the needs of the foundation which had, and has, plans for the restoration of the railroad on a more robust scale than that of the prior ownership..
2. For over four years the EBT Foundation has tried to negotiate a new lease that kept most of the current language and yet accommodate some of the needs of the trolley museum, such as extending the term to 20 years and providing new opportunities to extend the trackage for additional trolley service. Each time we believed we have accommodated their needs, they returned with new demands and/or failed to fulfill undertakings that they assumed to document prior agreements. It is primarily because of the fact the foundation firmly believes that their Board Chairman Mr. Hamilton, was not negotiating in good faith with us, and then hired an attorney who refused to negotiate directly with us, and who then threatened to sue us while making unreasonable demands on us, that caused us to give her notice on behalf of her client that we would no longer extend the lease past the end of its current term.

3. The lease that is currently in effect also has the following provisions:
 - a. Article 3. TERM: *Lessee acknowledges that Lessor operates a railroad on premises adjoining and surrounding the leased premises. Lessor may from time to time adopt reasonable regulations relating to the use of the leased premises in connection with Lessor's use of its adjoining premises and its railroad.*
 - b. Article 13. RIGHTS RESERVED TO LESSOR: *Lessor, its officers, agents at all times during the term of this Lease shall have the right of entry upon and ingress, egress and regress over and across the leased premises for the purposes of inspection, use of common Lessor/Lessee facilities and any other lawful purpose. Lessee acknowledges that Lessor has primary operating control over the use of the railroad tracks on the leased premises which connect with railroad tracks on the Lessor's adjoining and surrounding premises and that Lessor may in the exercise of its rights regulate Lessee's use of the tracks and other facilities on the leased premises and Lessor's adjoining premises.*
4. The EBT Foundation has given the trolley museum notice of the impending railbike operation which will occur in accordance with our rights as set forth in the current lease. The days and hours of operation of railbikes have been carefully crafted as not to impose a burden on the trolley museum and are fully coordinated with their publicly published hours and days of operation. As recently as yesterday the foundation's general manager, Brad Esposito, accommodated the trolley museum by modifying several of the dates when we would be operating railbikes because the trolley museum had a few special events which were not included on their published schedule.
5. Every action that we have taken has been in strict compliance with the language of the existing lease. We have bent over backward to accommodate RTY at every turn. At the current time we have also placed them on notice that they have failed to maintain the buildings that they lease from us in proper order, failed to account for and pay over nearly \$100,000 in revenue sharing as called for in the current lease, and have failed to vacate a camper site which has been a violation of the local zoning regulations. We have also informed them that the ongoing internet campaign of disparagement will no longer be tolerated.
6. In spite of other behavioral and management issues, the EBT Foundation has sold over \$275,000 in ticket revenue on behalf of the trolley museum since 2021, and has done so at no cost to the museum, notwithstanding the museum's failure to account for and pay as additional rent, as called for in the current lease.
7. Since 2021, the EBT Foundation has offered nearly \$200,000 worth of investment in upgrading museum's electrical system, landscaping improvements, storage buildings, as well as ADA compliant wheelchair ramps for increase visitor safety, all of which have either been ignored or refused by the museum. The foundation has even offered to assume the responsibility for track maintenance on the Shade Gap branch.

We have an obligation to ensure a good and robust visitor experience and we intend to do just that going forward. We will not waste any more of our time and energy dealing with people who have other agendas. We also believe there is a nexus between those people and the current litigation over our rights in Mount Union.

The bottom line is very clear and very simple. We never said we were throwing the trolley museum out.....

All we said is that we were not renewing or extending the current lease at the end of its current term which is at the end of this year, and which according to the current lease,

would give them until December 2027 to vacate, if they chose not to negotiate a new lease that is acceptable to the EBT Foundation..

The current situation has reached this point due to the failure of their management which failed to negotiate in good faith, and their lawyer, who has never responded to any of our letters, and has failed to try to find common ground to reach a new lease. To be perfectly clear we agreed to almost 95% of the changes they wanted to make prior to Mr. Hamilton, getting into the picture. We tried to deal with him, but he never responded and ignored us. Their lawyer has precluded any rational conversation by creating an adversarial relationship. The cabal of their members who are defaming the foundation on the internet and over social media are destroying whatever fabric of a relationship that remains.

The EBT Foundation has a board of accomplished and professional people who have made significant personal financial and intellectual contributions to save the EBT railroad and its shop complex as a National Historic Landmark and a regional economic engine, without any personal gain. We have, individually and collectively, decided that we no longer be gamed by folks at the Rockhill Trolley Museum who are apparently clueless on how to conduct themselves as has now been proven, by not coming to terms with us on a new lease, and then defaming us by claiming we are throwing them out. They are doing it to themselves.

We firmly believe that only a wholesale change in their management structure will pave the way to a resolution. Their current campaign of defamation, and threatened litigation will not get the foundation to modify its position. We will no longer deal with this behavior, especially when they are tenants on our property

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