

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

Thomas A. Bennett, :
Appellant :
 :
v. : No. 793 C.D. 2025
 : Argued: June 16, 2026
Peter Gray, Michael P. Clarke, :
Jeff Dence, and Lauren A. Gallagher :

BEFORE: HONORABLE PATRICIA A. McCULLOUGH, Judge
HONORABLE MATTHEW S. WOLF, Judge
HONORABLE MARY HANNAH LEAVITT, Senior Judge

OPINION NOT REPORTED

MEMORANDUM OPINION
BY SENIOR JUDGE LEAVITT

FILED: August 27, 2026

Thomas A. Bennett (Bennett) appeals an order of the Bucks County Court of Common Pleas (trial court) granting Jeff Dence’s (Dence) motion for judgment on the pleadings. Bennett seeks compensatory and punitive damages for Dence’s alleged tortious interference with Bennett’s contract with Falls Township (Township) to serve as the Township’s Zoning Officer, Chief Code Enforcement Officer, and Flood Plain Administrator. The trial court concluded that Bennett’s amended complaint was barred by the six-month statute of limitations set forth in Section 5522(b)(1) of the Judicial Code, 42 Pa. C.S. §5522(b)(1), for actions against “any officer of any government unit.” On appeal, Bennett argues that his claim against Dence does not concern actions done in Dence’s official capacity as a member of the Township Board of Supervisors, and, thus, the appropriate statute of limitations is two years under Section 5524 of the Judicial Code, 42 Pa. C.S. §5524. For the following reasons, we reverse the trial court’s grant of judgment to Dence and remand the matter for further proceedings.

Background

On July 13, 2021, Bennett filed an amended complaint against Dence, a Township Supervisor, for causing the termination of Bennett's employment with the Township.¹ The amended complaint alleged the facts that follow.

In June of 2019, Nicole Fenn (Fenn) sought a certificate of occupancy for her house (Property), which is located in the Township. Fenn informed the Township's Secretary, Mary Stockton (Township Secretary), that Dence, a family friend, advised her that the Property was ready for her occupancy. However, the Township Secretary responded to Fenn that the Property had safety issues that needed to be corrected before the Township could issue the occupancy certificate. Amended Complaint, ¶11; Reproduced Record at 144 (R.R. ____).²

Bennett reported Fenn's conversation with the Township Secretary to the Township Manager, Peter Gray (Township Manager), who instructed Bennett "to do his job the same way he had always done." Amended Complaint, ¶15; R.R. 144.

On June 7, 2019, Ed Neubauer (Neubauer), a code enforcement officer for the Township, identified six violations on the Property, three of which were substantial and "posed a life safety risk." Amended Complaint, ¶17; R.R. 144. The three substantial violations were: (1) "[d]oor alarms were missing and needed to be put on all doors that accessed the swimming pool area[;]" (2) "gates that accessed the swimming pool area needed to be self-closing and self-latching with proper

¹ Bennett filed his initial complaint on May 27, 2021. The amended complaint also named as defendants Peter Gray, former Township Manager; Michael P. Clarke, Township Solicitor; and Lauren A. Gallagher, Assistant Township Solicitor. These defendants were dismissed by stipulation of the parties.

² Pennsylvania Rule of Appellate Procedure 2173 requires that the reproduced record be numbered in Arabic figures followed by a small "a." Pa.R.A.P. 2173. The reproduced record does not comply with Rule 2173 because it only utilizes Arabic figures. For convenience, we cite to each page as paginated by Bennett.

latches[;]” and (3) “[c]arbon monoxide alarms were required to be installed upstairs in the upstairs bedrooms’ vicinity[.]” Amended Complaint, ¶¶20-22; R.R. 144-45.³ That same day, Mike Brennan, an electrician, inspected the Property and found eight violations, three of which were “substantial and posed a life safety risk.” Amended Complaint, ¶25; R.R. 145. The three substantial violations were: (1) lack of ground-fault circuit interrupter (GFCI) outlets in the garage; (2) lack of a GFCI outlet in the downstairs bathroom; and (3) lack of a ground rod. Amended Complaint, ¶¶27, 29, 33; R.R. 145.

On June 12, 2019, Dence sent an email to the Township Manager directing him to “find out exactly what was needed for Ms. Fenn to be permitted to move into the [Property] and to let Ms. Fenn know.” Amended Complaint, ¶35; R.R. 146.

On June 17, 2019, the Township Secretary informed Bennett that “all of the inspections had passed on the Property” and gave him “the paperwork to sign off on the [c]ertificate of [o]ccupancy.” Amended Complaint, ¶36; R.R. 146. On his lunch break, Bennett drove past the Property and saw that one of the gates to the fence around the pool had not been repaired. Bennett asked Neubauer why he signed off on the Property, and Neubauer responded that the gate was fixed when he was there. The amended complaint states that Neubauer’s “statement was false.” Amended Complaint, ¶41; R.R. 146.

On June 19, 2019, Bennett met with the Township Manager and the Township’s Assistant Solicitor, Lauren Gallagher (Assistant Solicitor), to discuss the issuance of a certificate of occupancy for the Property. The Assistant Solicitor stated

³ The *de minimis* violations were: (1) tripping hazards on the sidewalk; (2) lack of an anti-tip device on the oven; and (3) lack of a pressure relief valve on the water heater. Amended Complaint, ¶¶19, 23-24; R.R. 144-45.

that if Neubauer had discovered substantial violations at the Property, he should have issued citations. Regardless, she stated that none of the violations were substantial. When Bennett expressed disagreement, the Assistant Solicitor told him not to worry because he “would not be held responsible.” Amended Complaint, ¶48; R.R. 147. She told Bennett that he had to “do what she told [him],” Amended Complaint, ¶51, R.R. 147, and that the code enforcement officers had been instructed not to take directions from Bennett. Finally, the Assistant Solicitor stated that none of the code enforcement officers were to go near the Property, including Bennett. Amended Complaint, ¶¶52-53; R.R. 147.

Following this meeting, Bennett was suspended from work without pay for two and a half days for “not listening to the Township Solicitor.” Amended Complaint, ¶56; R.R. 147. Upon his return to work, the Township Manager instructed him not to issue any citations or violation notices on the Property without conferring with the Chairman of the Township Board of Supervisors, Bob Harvie. Amended Complaint, ¶60; R.R. 148. Bennett informed the Township Manager that Fenn had opened her pool over the weekend, despite the outstanding violations. The Township Manager confirmed that Bennett was still the Chief Code Enforcement Officer for the Township. Amended Complaint, ¶¶63-64; R.R. 148.

Then, on June 25, 2019, Bennett met with the Township Manager, the Chairman of the Township Board of Supervisors, the Assistant Solicitor, and the Township Solicitor, Mike Clarke. Bennett complained about his suspension, explaining that he was only doing the job that he was hired to do. At this meeting, Bennett was informed that “all of his inspectors had been ordered to stay away from the Property and to have no further contact with [him].” Amended Complaint, ¶68; R.R. 148.

On June 26, 2019, the Township Manager instructed Bennett to call Fenn to schedule a certificate of occupancy inspection. Bennett called and left a message for Fenn to call him or the Township Secretary to schedule the inspection of the Property.

For the next two weeks, the Township Manager refused to communicate with Bennett, leaving Bennett uncertain about his position with the Township. Amended Complaint, ¶¶79-80; R.R. 149. In the meantime, the other code enforcement officers began receiving directions from the Township Manager, not from Bennett. When Bennett questioned this arrangement, the Township Manager responded that he “had to get advice from the Township attorneys” before he could discuss the matter. Amended Complaint, ¶87; R.R. 150. The Township Manager never got back to Bennett.

Although Bennett observed building code violations at the Property, he was not permitted to issue either violation notices or citations. On August 5, 2019, the Township Manager reiterated that Bennett “was not to do any enforcement” at the Property. Amended Complaint, ¶91; R.R. 150.

When Bennett refused to sign a certificate of occupancy for the Property, he was stripped of authority to inspect any properties, to issue violation notices, or to issue certificates of occupancy. Amended Complaint, ¶92; R.R. 150. In short, “he was constructively terminated.” Amended Complaint, ¶97; R.R. 150. Effectively, his last day of work was July 18, 2019. On May 27, 2021, Bennett instituted a civil action against Dence for intentional interference with his contractual relationship with the Township.

Trial Court Proceedings

Dence filed preliminary objections in the nature of a demurrer to Bennett's amended complaint. On August 13, 2021, Bennett filed a motion to stay the proceedings, explaining that the issue of whether an action for intentional interference with a contract can be brought by an employee against a supervisor was pending before the Superior Court in *Salsberg v. Mann* (*Salsberg I*), 262 A.3d 1267 (Pa. Super. 2021). On January 21, 2022, the trial court granted Bennett's motion to stay his response to Dence's preliminary objections.

After the Superior Court issued its decision in *Salsberg I*, on July 30, 2023, Dence filed a motion to lift the stay. Bennett opposed the motion, explaining that the Pennsylvania Supreme Court had granted allocatur on the appeal of *Salsberg I*. On February 26, 2024, the trial court granted Dence's motion to lift the stay; overruled Dence's preliminary objections; and ordered the filing of an answer. With one exception, Dence's answer denied every allegation in the amended complaint.⁴ The answer did not allege different facts but, rather, recited that "Defendant is without sufficient knowledge or information to form any belief as to the truth or falsity of the averments" and demanded "strict proof" of any averment that was "material or relevant." R.R. 599-616.

Thereafter, Dence filed a motion for judgment on the pleadings, arguing that Bennett's civil action was untimely filed. Dence argued that suits against government officers must be commenced within six months of the tortious conduct. *See* 42 Pa. C.S. §5522(b)(1) (action against "officer of any government unit" must be commenced within six months unless another statute of limitations applies). The amended complaint alleged that constructive termination of Bennett's employment

⁴ Dence admitted paragraph 16, which stated: "On June 6, 2019, inspections were scheduled for the Property." Amended Complaint, ¶16; R.R. 144.

took place on July 18, 2019, which was 22 months before Bennett filed his civil action. Alternatively, Dence argued that the amended complaint failed to state a claim because it did not describe the terms of the contract or attach a copy of Bennett's contract to the pleading. In any case, because the amended complaint established that Dence was acting in his official capacity on behalf of the Township, Dence was not a third party who could be held liable for tortious interference with Bennett's employment contract. Finally, Dence argued that he enjoyed immunity from Bennett's tort claim under the Political Subdivision Tort Claims Act (Tort Claims Act), 42 Pa. C.S. §§8501-8564.

In response, Bennett argued that the six-month statute of limitations did not apply because his claim did not involve the execution of Dence's duties as a Township Supervisor. Bennett argued that the contractual relationship existed between Bennett and the Township, as to which Dence was a third party. Bennett argued that the amended complaint established that Dence was not acting on behalf of the Township but, rather, *ultra vires* by interfering with Bennett's employment. As such, Dence was not protected by governmental immunity.

On October 17, 2024, the trial court heard oral argument on Dence's motion for judgment on the pleadings. On October 22, 2024, the trial court granted judgment to Dence.⁵

In its Pa.R.A.P. 1925(a) opinion, the trial court found that the conduct described in the amended complaint concerned the execution of Dence's official duties as Township Supervisor. As such, Bennett was required under Section 5522(b)(1) of the Judicial Code to file a complaint within six months of the injury, but Bennett initiated his action almost two years later.

⁵ The trial court's order also dismissed the amended complaint with prejudice, which was inconsistent with the trial court's grant of a judgment on the merits.

The trial court further concluded that Bennett could not maintain an action for intentional interference with a contract because Dence's conduct could not be considered that of a third party. In *Salsberg v. Mann (Salsberg II)*, 310 A.3d 104 (Pa. 2024), the Supreme Court held that "a plaintiff cannot sue a coworker for the tort of intentional interference with contractual relations between the plaintiff and her employer unless the alleged misconduct of the coworker falls outside the scope of the coworker's employment or authority." *Id.* at 124. However, the trial court found the allegations about Dence's conduct in the amended complaint fell within the scope of his employment and authority as a Township Supervisor.⁶

Finally, the trial court concluded that as a local government employee, Dence was immune from tort claims except where the alleged conduct constitutes a crime, actual fraud, actual malice, or willful misconduct. 42 Pa. C.S. §8550. The allegations in the amended complaint did not state a claim for a type of intentional conduct for which immunity had been abrogated.

Appeal

On appeal,⁷ Bennett raises three issues. First, Bennett argues that the trial court erred in holding that his amended complaint against Dence was time-

⁶ Regarding "scope of employment," this Court has explained as follows:

In *Brumfield v. Sanders*, 232 F.3d 376, 380 (3d Cir. 2000), the Third Circuit Court of Appeals recognized that "Pennsylvania has accepted the Restatement (Second) of Agency's definition of conduct 'within the scope of employment.' See *Butler v. Flo-Ron Vending Co[mpany]*, [557 A.2d 730 (Pa. Super. 1989), *appeal denied*, [] 567 A.2d 650 ([Pa.] 1989)]; *Aliota v. Graham*, 984 F.2d 1350, 1358 (3d Cir.1993)." Commonwealth Court has also adopted this standard for determining whether an employee's actions fall within the scope of employment. See *Sanchez by Rivera v. Montanez*, [] 645 A.2d 383 ([Pa. Cmwlth.] 1994).

Kull v. Guisse, 81 A.3d 148, 153 n.2 (Pa. Cmwlth. 2013).

⁷ This Court reviews an order granting a motion for judgment on the pleadings to determine whether the trial court committed an error of law or whether questions of material fact remain outstanding, such that the case should have gone to the jury. *Skytop Meadow Community*

barred. Second, Bennett argues that the trial court erred in holding that the amended complaint did not state a claim of intentional interference with a contractual relationship. Third, Bennett argues that the trial court erred in holding that Dence was acting in the scope of his employment in light of *Salsberg II*, 310 A.3d 104, and, thus, was immune from the amended complaint. We address issues two and three together because they are interrelated.

Analysis

I. Statute of Limitations

Bennett argues, first, that the trial court erred in applying a six-month statute of limitations because the amended complaint concerns conduct done in Dence’s individual, not in his official, capacity. Bennett contends that Dence “acted contrary to the interests of his employer, did not perform his duties, and tortiously interfered with [Bennett’s] employment contract.” Bennett Brief at 17. Thus, the applicable statute of limitations is two years as set forth in Section 5524(3) of the Judicial Code. 42 Pa. C.S. §5524(3).

Dence responds that the allegations in Bennett’s amended complaint relate to his actions as a Township Supervisor, such as providing advice to Fenn and emailing the Township Manager about the Property. Because the amended complaint concerns things “done in the execution of [Dence’s] office,” it is governed by the six-month statute of limitations. 42 Pa. C.S. §5522(b)(1).

The Judicial Code provides a statute of limitations for actions filed against an officer of a government unit. It states:

(b) Commencement of action required.--The following actions and proceedings must be commenced within six months:

Association, Inc. v. Paige, 177 A.3d 377, 380 n.6 (Pa. Cmwlth. 2017). On matters of statutory interpretation, our standard of review is *de novo*, and our scope of review is plenary. *Wunderly v. Saint Luke’s Hospital of Bethlehem*, 345 A.3d 692, 701 (Pa. 2025) (quotation omitted).

(1) An action against any officer of any government unit for anything done in the execution of his office, *except an action subject to another limitation specified in this subchapter.*

42 Pa. C.S. §5522(b)(1) (emphasis added). The six-month statute of limitations is triggered only where there is no other applicable statute of limitations. *Stoppie v. Johns*, 720 A.2d 808, 811 (Pa. Cmwlth. 1998). Accordingly, “where a specific cause of action is addressed under a longer statute of limitations period, *the six-month period is not applicable.*” *Id.* at 810 (emphasis added).

The Judicial Code provides a list of actions subject to a two-year statute of limitations. It states, in relevant part, as follows:

The following actions and proceedings must be commenced within two years:

....

(3) An action for taking, detaining or injuring personal property, including actions for specific recovery thereof.

....

42 Pa. C.S. §5524(3). This Court has held that the statute of limitations for tortious interference with contractual relations is governed by a two-year statute of limitations. *See Ameer v. Pottsville Code Enforcement* (Pa. Cmwlth., No. 1153 C.D. 2021, filed November 16, 2023) (unreported),⁸ slip op. at 4 (“[T]he law is well settled that claims of tortious interference with contracts are subject to the two-year tort statute of limitations.”). This Court’s conclusion is consistent with those of the

⁸ Under Section 414(a) of this Court’s Internal Operating Procedures, an unreported opinion of this Court, issued after January 15, 2008, may be cited for its persuasive value. 210 Pa. Code §69.414(a).

Superior Court.⁹ See *Bednar v. Marino*, 646 A.2d 573, 577 (Pa. Super. 1994) (“[S]tatute of limitations applicable to a claim for tortious interference with a potential contract is found at 42 Pa. C.S. §5524(3).”); *Home for Crippled Children v. Erie Insurance Exchange*, 32 Pa. D. & C. 3d 357, 359-60 (1982), *aff’d*, 478 A.2d 84 (Pa. Super. 1984) (a contractual relationship constitutes intangible personal property and an action for interference therewith is an action “for injuring personal property” and, thus, governed by 42 Pa. C.S. §5524(3)).

Here, Bennett’s last day of work was July 18, 2019, and he filed his initial complaint on May 27, 2021. Because Bennett filed his complaint within two years of his loss of employment, his action satisfies the two-year statute of limitations set forth in 42 Pa. C.S. §5524(3) for intentional interference with a contract. Because Bennett’s action is “subject to another limitation specified in this subchapter,” the exception to the six-month statute of limitations for claims against an “officer of any governmental unit” applies to Bennett’s amended complaint. 42 Pa. C.S. §5522(b)(1). Alternatively, for the reasons that follow, the amended complaint does not concern actions by Dence “in the execution of his office” and, thus, is not an action governed by the six-month statute of limitations in 42 Pa. C.S. §5522(b)(1).

II. Intentional Interference with a Contractual Relationship

Bennett contends, next, that the trial court erred in holding that the amended complaint did not state “a claim for intentional interference with an existing at-will employment contract or relationship” by a third party. Bennett Brief at 17. Relying on our Supreme Court’s holding in *Salsberg II*, 310 A.3d at 124,

⁹ “In general, Superior Court decisions are not binding on this Court, but they offer persuasive precedent where they address analogous issues.” *Electric City Aquarium & Reptile Den, LLC v. Pennsylvania Human Relations Commission*, 348 A.3d 416, 424 n.3 (Pa. Cmwlth. 2025).

Bennett argues that a plaintiff may pursue a claim against a coworker for intentional interference with contractual relations where the coworker's conduct falls outside the scope of his employment or his authority. Bennett contends that Dence "was not going to permit [Bennett] to enforce the law" in order to assist a personal friend. Bennett Brief at 21. To that end, Dence caused Bennett's employment to terminate. Dence's actions were undertaken for his own malicious purposes and outside the scope of his employment or authority as Township Supervisor. In short, Dence was a third party with respect to Bennett's employment with the Township.

Dence responds that the amended complaint does not identify a contract or viable business opportunity between Bennett and the Township. Bennett failed to attach a contract to the amended complaint. Dence, a Township Supervisor, is one and the same with the Township; as such, he did not act as a third party with respect to Bennett's employment. He contends that the amended complaint establishes that his actions were done while acting in his official capacity as a Township Supervisor.

Salsberg II concerned a claim brought by Cara Salsberg, an at-will employee of Drexel University, against her former supervisor, Donna Mann, asserting that Mann intentionally interfered with Salsberg's employment with the University that led to Salsberg's termination. The Superior Court concluded that Mann was entitled to summary judgment because the at-will employment relationship confers no enforceable rights upon the employee in which a third party can interfere. *Salsberg II*, 310 A.3d at 108.

The Supreme Court rejected that conclusion. It held that "a third party can be liable for intentional interference with an at-will employment relationship[.]" *Salsberg II*, 310 A.3d at 124. "In the case of an employee asserting the tort against a coworker, the coworker cannot be held liable unless, at a minimum, *the coworker*

is acting outside the scope of her employment pursuant to Section 228 of the Restatement (Second) of Agency^[10] such that she qualifies as a true third party, or stranger, to the contractual relationship.” *Id.* (emphasis added). The Supreme Court found that because Mann’s directions to Salsberg to work overtime during the tax season were “actuated” by her authority as supervisor, they were done at least, partially, to serve the University. *Id.* at 131. Therefore, Mann could not be considered a third party, and Salsberg’s claim failed on this basis. In sum, the Supreme Court affirmed the Superior Court’s summary judgment, but on different grounds.

A motion for judgment on the pleadings should be granted only where the pleadings demonstrate that no genuine issue of fact exists and the moving party is entitled to judgment as a matter of law. *Hammerstein v. Lindsay*, 655 A.2d 597, 600 (Pa. Super. 1995). “An appellate court must accept as true all well-pleaded facts of the party against whom the motion is made, while considering against [the moving party] only those facts which he specifically admits.” *Id.* at 600-01. “Neither party can be deemed to have admitted either conclusions of law or unjustified inferences.” *Id.* at 601. In reviewing a motion for judgment on the pleadings, the court should confine itself to the pleadings themselves and any documents or exhibits properly attached to them. Only where the moving party’s case is so clear and free from doubt that a trial would prove fruitless will an appellate court affirm a motion for judgment on the pleadings. *Id.* at 601.

Here, the pleadings established that Bennett was an employee at will, which suffices as a matter of law for a claim of tortious interference with a contract. *Salsberg II*, 310 A.3d at 124. The question, then, is whether the pleadings

¹⁰ RESTATEMENT (SECOND) OF AGENCY §228 (1958).

demonstrate, without doubt, that Dence acted within the scope of his employment *vis-à-vis* Bennett such that Dence cannot be found to be a third party, or stranger, to Bennett's at-will employment relationship with the Township.

In this inquiry, our Supreme Court has directed us to the Restatement (Second) of Agency. *Salsberg II*, 310 A.3d at 124. It provides as follows:

(1) Conduct of a servant is within the scope of employment if, but only if:

(a) *it is of the kind he is employed to perform;*

(b) it occurs substantially within the authorized time and space limits;

(c) *it is actuated, at least in part, by a purpose to serve the master;* and

(d) if force is intentionally used by the servant against another, the use of force is not unexpected by the master.

(2) *Conduct of a servant is not within the scope of employment if it is different in kind from that authorized, far beyond the authorized time and space limits, or too little actuated by a purpose to serve the master.*

RESTATEMENT (SECOND) OF AGENCY §228 (1958) (emphasis added).

A township board of supervisors is “charged with the general governance of the township and the execution of legislative, executive and administrative powers in order to ensure sound fiscal management and to secure the health, safety and welfare of the citizens of the township.” Section 607(1) of The Second Class Township Code (Township Code), Act of May 1, 1933, P.L. 103, *as amended*, added by the Act of November 9, 1995, P.L. 350, 53 P.S. §65607(1). In addition, the board of supervisors “[e]mploy persons as may be necessary for the general conduct of the business of the township and provide for the compensation, organization and supervision of the persons so employed.” Section 607(3) of the

Township Code, 53 P.S. §65607(3). The question is whether Dence’s conduct, as described in the complaint, was the kind a township supervisor is charged to perform under Section 607(1), (3) of the Township Code. *Salsberg II*, 310 A.3d at 124.

Dence argues that the allegations about his email communication to the Township Manager on Fenn’s occupancy certificate can be construed “at least in part, by a purpose to serve” the Township. RESTATEMENT (SECOND) OF AGENCY §228(1)(c).¹¹ Likewise, Dence argues that his communication with Fenn, a resident seeking a Township permit, may be construed as the “execution of administrative powers.” Section 607(1) of the Township Code, 53 P.S. §65607(1). Essentially, Dence offers a benign construction of the allegations in the amended complaint about these communications.

Such a construction conflicts with allegations in the amended complaint that Dence used his influence to meddle in law enforcement. Indeed, the amended complaint alleges that Dence told Fenn that “she was not required to do anything but could move directly into the house.” Amended Complaint, ¶10; R.R. 144. The amended complaint alleges that Dence had a “plan to assist and make an exception for Ms. Fenn” and “exercised this personal agenda against the interest of Falls Township because her brother-in-law had a direct and personal relationship with [Dence].” Amended Complaint, ¶¶103-04; R.R. 151. It also alleges that Bennett was “stripped of his job” when he “refused to sign a Certificate of Occupancy” where “the Property had substantial code violations.” Amended Complaint, ¶92; R.R. 150.

¹¹ Notably, however, the amended complaint averred that two inspections had already been done that identified the issues for the Property’s occupancy certificate. Amended Complaint, ¶¶17, 20-22, 25, 27, 29, and 33; R.R. 144-45. Those inspections were public information and triggered a meeting on June 19, 2019, between Bennett, the Assistant Solicitor, and the Township Supervisor. Amended Complaint, ¶42; R.R. 146.

A township supervisor acts *ultra vires* to the extent he seeks to have Township permits issued to residents not entitled to them.

In a motion for judgment on the pleadings, the allegations in the complaint include reasonable inferences, but any question about the meaning of an allegation must be construed against the moving party. *Pfister v. City of Philadelphia*, 963 A.2d 593, 597 (Pa. Cmwlth. 2009) (the moving party admits “the truth of all the allegations of his adversary”). When so read, the amended complaint establishes that the interests of the Township and Dence were not aligned on the matter of building code inspections. Rather, the amended complaint alleges Dence interfered in building inspections for his personal benefit. Because such alleged conduct falls outside the scope of Dence’s authority, the amended complaint states a claim for intentional interference with contractual relations.

All the factual allegations in the amended complaint are contested by Dence, and there has been no discovery in this matter. Where facts are in dispute, judgment on the pleadings cannot be entered. *Travelers Casualty & Surety Company v. Castegnaro*, 772 A.2d 456, 459 (Pa. 2001); *see also Piehl v. City of Philadelphia*, 987 A.2d 146, 154 (Pa. 2009) (“[J]udgment on the pleadings should not be entered where there are unknown or disputed issues of fact.”).¹² The factual disputes militate against the trial court’s grant of judgment on the pleadings.

As the trial court observed, the Tort Claims Act provides immunity for a negligent act but not for conduct that “constituted a crime, actual fraud, actual malice or willful conduct.” 42 Pa. C.S. §8550. Under the Tort Claims Act, the term

¹² By contrast, in *Salsberg II*, the material facts were established by record evidence, and not disputed, that the supervisor was permitted to order Salsberg to work overtime. Notably, the dissent in *Salsberg II* argued that the supervisor’s conduct was not actuated, even in part, by service to the University.

“willful misconduct” is synonymous with the term “intentional tort,” *Orange Stones Company v. City of Reading*, 87 A.3d 1014, 1023 (Pa. Cmwlth. 2014), in that the employee “must desire to bring about the result that followed his conduct or be aware that it was substantially certain to follow.” *Kuzel v. Krause*, 658 A.2d 856, 859 (Pa. Cmwlth. 1995). Thus, when a local government employee acts outside the scope of his employment, the employee does not benefit from the protections of governmental immunity. *See Acker v. Spangler*, 500 A.2d 206 (Pa. Cmwlth. 1985) (Tort Claims Act does not bar a cause of action against school employee in his individual capacity for willful tortious conduct); *Justice v. Lombardo*, 208 A.3d 1057 (Pa. 2019) (a trooper acting outside the scope of his employment is not able to benefit from the protections of sovereign immunity).

The pleadings raise a genuine issue of fact as to whether Dence acted beyond the scope of his employment or authority. This question relates to the elements necessary to prove either intentional interference with a contractual relationship or a basis for governmental immunity. The trial court erred in granting judgment to Dence based solely on the pleadings.

Conclusion

The six-month statute of limitations in Section 5522(b)(1) of the Judicial Code applies to actions against a government officer only where that action is not subject to another limitations period. 42 Pa. C.S. §5522(b)(1). An action for tortious interference with a contractual relationship is subject to the two-year statute of limitations in Section 5524(3) of the Judicial Code, which triggered the exception in Section 5522(b)(1). Because Bennett filed his complaint within two years from his discharge, his claims are not barred by the statute of limitations.

The amended complaint alleges that Dence's communications on Fenn's occupancy certificate did not serve the Township. Simply, a township supervisor's meddling in law enforcement for his personal objectives falls outside the scope of his employment or authority. The allegations in the amended complaint alleged *ultra vires* conduct by Dence that fell outside the scope of his authority as a township supervisor. Lest there be any doubt, the facts are disputed, which precludes judgment on the pleadings. Thus, the trial court erred in granting Dence's motion for judgment on the pleadings.

We reverse the trial court's grant of judgment on the pleadings and remand the matter for further proceedings on Bennett's amended complaint.

MARY HANNAH LEAVITT, President Judge Emerita

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

Thomas A. Bennett,	:	
Appellant	:	
	:	
v.	:	No. 793 C.D. 2025
	:	
Peter Gray, Michael P. Clarke,	:	
Jeff Dence, and Lauren A. Gallagher	:	

ORDER

AND NOW, this 27th day of August, 2026, the order of the Court of Common Pleas of Bucks County, dated October 22, 2024, in the above-captioned matter, is REVERSED, and the matter is REMANDED for further proceedings consistent with the foregoing opinion.

Jurisdiction relinquished.

MARY HANNAH LEAVITT, President Judge Emerita