

OXFORD TOWNSHIP MEETING
December 16, 2020

The meeting of the Township Committee of Oxford Township was held on December 16, 2020 in the Oxford Township Municipal Building, 11 Green Street, Oxford, NJ and by calling the toll-free number: **(877) 853-5247** and entering the Meeting ID: 828 4497 6307

Adequate Notice of this meeting was properly advertised in The Express Times/NJ Zone Edition, Express Times, the Township website (www.oxfordtwpnj.org) and Township Facebook page in compliance with the Open Public Meeting Act of 1975.

In attendance was Robert Nyland, Gerald Norton, Georgette Miller, Township Committee, Matthew Hall, Township Administrator, Rich Wenner, Township Attorney (7:09), Michael Finelli, Township Engineer and Susan Turner, Deputy Municipal Clerk.

Meeting Minutes and Executive Meeting Minutes

Gerald Norton moved to accept the Meeting minutes and the Executive Meeting minutes from the December 2, 2020 Workshop meeting. Seconded by Georgette Miller and passed unanimously on roll call vote. Ayes: 3, Nays: 0, Abstain: 0, Absent: 0.

Ordinances-2nd Reading/Public Hearing:

- **Ordinance 2020-15** –Furnace Lake Fee Schedule.

ORDINANCE NO. 2020-15

ORDINANCE OF THE TOWNSHIP OF OXFORD, COUNTY OF WARREN, STATE OF NEW JERSEY, ESTABLISHING A FEE SCHEDULE FOR THE OXFORD FURNACE LAKE

WHEREAS, the Township is the owner of a body of water and attendant park land known as the Oxford Furnace Lake; and

WHEREAS, pursuant to Chapter 234-4 of the Code of Oxford, the Township shall “establish a procedure for reservation and use of all or a portion of the recreation area by organizations as set forth in § **234-3** of this chapter;” and

WHEREAS, Chapter 234-3 of the Code provides that “Oxford Township Committee, by resolution, may authorize any organizations operating solely for civic, religious, educational, charitable, fraternal, social or recreational purposes, and not for private gain, to use any Township public park or recreation area for a one-day picnic or similar group activity. Such resolution may include authorization for exclusive use of a picnic pavilion on the day set forth. Such resolution may include authorization for the serving of beer at no charge to members of the authorized group only. . .”; and

WHEREAS, the Township Committee desires to establish a fee schedule with ranges for each use, which shall be annually set by resolution, for organizations authorized to utilize the aforementioned public park and recreation area.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Committee of the Township of Oxford, County of Warren and State of New Jersey, as follows:

Section 1:

There is hereby adopted a fee schedule for those qualified organizations and persons which wish to utilize the Oxford Furnace Lake recreation area as set forth in the attached Exhibit A. Each year the Township Committee shall by resolution establish the actual fee to be charged that is within the range authorized.

Section 2:

Severability. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

Section 3:

Repealer. Any ordinance or parts thereof in conflict with the provisions of this Ordinance are hereby repealed as to their inconsistencies only.

Section 4:

Effective Date. This Ordinance shall take effect upon final passage and publication as provided by law.

The meeting was opened for public comments on Ordinance 2020-15. No comments were received.

Gerald Norton moved to accept Ordinance 2020-15. Seconded by Georgette Miller and passed unanimously on roll call vote. Ayes: 3, Nays: 0, Abstain: 0, Absent: 0.

Resolutions:

RESOLUTION 2020-78

**TOWNSHIP OF OXFORD
RESOLUTION 2020-78**

WHEREAS, N.J.S.A. 40A:4-58 provides that Budget transfers may be made during the last two months of the fiscal year; and

WHEREAS, there has been determined a need for such transfers;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Oxford, County of Warren, State of New Jersey that the following transfers be made:

Description	TO	FROM
COVID-19-OE	11,200.00	
Recreation-OE		2,000.00
Recreation-SW		3,200.00
Building and Grounds-OE		6,000.00
	<hr/>	<hr/>
	\$11,200.00	\$11,200.00

Gerald Norton moved to adopt **Resolution 2020-78**. Seconded by Robert Nyland and passed unanimously on roll call vote. Ayes: 3, Nays: 0, Abstain: 0. Absent: 0

RESOLUTION 2020-79
RESOLUTION APPOINTING RISK MANAGEMENT CONSULTANT

WHEREAS, _____ (hereinafter “Local Unit”) has joined the Statewide Insurance Fund (hereinafter “Fund”), a joint insurance fund as defined in N.J.S.A. 40A:10-36 *et seq.*; and

WHEREAS, the Bylaws require participating members to appoint a Risk Management Consultant, as those positions are defined in the Bylaws, if requested to do so by the “Fund”; and

WHEREAS, the Local Unit has complied with relevant law with regard to the appointment of a Risk management Consultant; and

WHEREAS, the “Fund” has requested its members to appoint individuals or entities to that position; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of “Local Unit”, in the County of _____ and State of New Jersey, as follows:

1. _____ (Local Unit) hereby appoints _____ its Risk Management Consultant.
2. The _____ (*authorized representative of the public entity*) and Risk Management Consultant are hereby authorized to execute the Risk Management Consultant’s Agreement for the year 2021 in the form attached hereto.

Name of Entity: _____

Attest:

Name

Name and title

2021 FUND YEAR
STATEWIDE INSURANCE FUND

RISK MANAGEMENT CONSULTANT’S AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 20____, among the Statewide Insurance Fund (“FUND”), a joint insurance fund of the State of New Jersey, _____ (“MEMBER”) and _____ (“RISK MANAGEMENT CONSULTANT”) through a fair and open process, pursuant to N.J.S.A.19:44A-20.4.

WHEREAS, the CONSULTANT has offered to the MEMBER professional risk management consulting services as required by the Bylaws of the FUND; and

WHEREAS, the CONSULTANT has advised the FUND that he/she is familiar with the terms, conditions and operations of the FUND; and

WHEREAS, the MEMBER desires these professional services from the CONSULTANT; and

WHEREAS, the MEMBER has complied with relevant law in regard to the appointment of a Risk Management Consultant; and

WHEREAS, the Bylaws of the FUND require that members engage a CONSULTANT and that the CONSULTANT comply with certain requirements set forth therein.

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - (a) assist in evaluating the MEMBER'S exposures and advise on matters relating to the Member's operation and coverage.
 - (b) explain to the MEMBER, or its representatives, the various coverages available from the FUND.
 - (c) explain to the MEMBER, or its representatives, the terms of the member's commitment and obligations to the FUND.
 - (d) explain to the MEMBER, or its representatives the operation of the FUND.
 - (e) prepare applications, statements of values, etc., on behalf of the MEMBER, if required by the FUND.
 - (f) review the MEMBER'S assessment and assist in the preparation of the MEMBER'S insurance budget.
 - (g) review losses and engineering reports and provide assistance to the MEMBER'S safety committee, if required.
 - (h) assist in the claim settlement process, if required, by MEMBER or FUND.
 - (i) attend the majority of meetings of the Fund Commissioners or Executive Committee, if requested, and perform such other services as required by the MEMBER or the FUND.
 - (j) comply with the obligations imposed upon Risk Managers in the FUND's Bylaws.
 - (k) act in good faith and fair dealing to the FUND.
 - (l) perform other duties for the FUND as may be required from time to time by the FUND.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:
 - (a) The CONSULTANT shall be paid by the FUND, on behalf of the MEMBER, a fee as compensation for services rendered. Said fee, an apportionment of the MEMBER's assessment: 6% of workers' compensation (excluding any fees, PLIGA, and loss ratio apportionment); 7.5% of non WC assessment (excluding any fees, PLIGA, and loss ratio apportionment);
 - (b) The CONSULTANT shall be entitled to compensation for services provided during any calendar year only if the CONSULTANT has been appointed and holds the position of Risk Management Consultant, as of January 31 of the said calendar year for counties and municipalities holding general elections and July 30 for municipalities holding regular elections.
 - (c) For any insurance coverages authorized by the MEMBER to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee set forth in 2(a).
 - (d) If the MEMBER shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the MEMBER a fee at a rate to be negotiated by the parties.
3. The term of this Agreement shall be from **January 1, 2021 to January 1, 2022**. However, this Agreement may be terminated by either party at any time by mailing to the other thirty (30) days written notice, certified mail return receipt.
4. The CONSULTANT shall comply with all laws applicable to producers who provide insurance products to public entities and shall comply with all applicable statutes and regulations relating to joint insurance funds.
5. The CONSULTANT agrees to comply with all affirmative action laws applicable in accordance with Exhibit A and to submit all necessary documentation establishing compliance within seven (7) days of this Agreement.

ATTEST:

Member Representative

ATTEST:

Officer

Risk Management Consultant Corporate

ATTEST:

Statewide Insurance Fund Chairperson

**EXHIBIT A
STATEWIDE INSURANCE FUND**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

This form is a summary of the successful professional service entity's requirement to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

The successful professional service entity shall submit to the Statewide Insurance Fund, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

(c) A photocopy of a completed Employee Information Report (Form AA302) provided by the Division of Contract Compliance and completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Statewide Insurance Fund during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: _____
Risk Management Consultant

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____ DATE: _____

RESOLUTION 2020-80
**RESOLUTION APPOINTING STATEWIDE INSURANCE FUND
COMMISSIONER**

WHEREAS, _____ (hereinafter “Local Unit”) is a member of the Statewide Insurance Fund (hereinafter “Fund”), a joint insurance fund as defined in N.J.S.A. 40A:10-36 et seq.; and

WHEREAS, the Fund’s Bylaws require participating members to appoint a Fund Commissioner;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the _____

_____ (Local Unit) that _____
(*entity’s elected official or employee*) is hereby appointed as the Fund Commissioner for the Local Unit for the **Fund Year 2021**; and

BE IT FURTHER RESOLVED that _____
(second elected official or employee) is hereby appointed as the Alternate Fund Commissioner for the Local Unit for the **Fund Year 2021**; and

BE IT FURTHER RESOLVED that the Local Unit’s Fund Commissioner is authorized and directed to execute all such documents as required by the Fund.

RESOLUTION 2020-81

RESOLUTION TO JOIN (RENEW) THE STATEWIDE INSURANCE FUND

WHEREAS, a number of local units have joined together to form the Statewide Insurance Fund (“FUND”), a joint insurance fund, as permitted by N.J.S.A. 40A:10-36, *et seq.*; and

WHEREAS, «Member» (“LOCAL UNIT”) has complied with relevant law with regard to the acquisition of insurance; and

WHEREAS, the statutes and regulations governing the creation and operation of joint insurance funds contain elaborate restrictions and safeguards concerning the safe and efficient administration of such funds; and

WHEREAS, the LOCAL UNIT has determined that membership in the FUND is in the best interest of the LOCAL UNIT.

WHEREAS, the LOCAL UNIT agrees to be a member of the FUND for a period of three (3) years, effective from **January 1, 2021** terminating on **January 1, 2024** at 12:01 a.m. standard time; and

WHEREAS, the LOCAL UNIT has never defaulted on claims, if self-insured, and has not been canceled for non-payment of insurance premiums for two (2) years prior to the date of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the LOCAL UNIT does hereby agree to join the Statewide Insurance Fund; and

BE IT FURTHER RESOLVED that to the extent required by law, the Local Unit shall provide notice of the Indemnity and Trust Agreement to the Office of the State Comptroller; and

BE IT FURTHER RESOLVED that the LOCAL UNIT will be afforded the following coverage(s) :

Workers' Compensation & Employer's Liability	<u> X </u>
Comprehensive General Liability	<u> X </u>
Automobile Liability and Physical Damage	<u> X </u>
Public Officials and Employment Practices Liability	<u> X </u>
Property	<u> X </u>
Inland Marine Boiler and Machinery	<u> X </u>
Crime-Faithful Performance and Fidelity	<u> X </u>
Pollution Liability	<u> X </u>
Cyber Liability	<u> X </u>
Non Owned Aircraft	<u> X </u>

BE IT FURTHER RESOLVED that the LOCAL UNIT's Fund Commissioner is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying the membership in the FUND as required by the FUND's Bylaws and to deliver same to the Administrator of the FUND with the express reservation that said documents shall become effective only upon the LOCAL UNIT's admissions to the FUND following approval of the FUND by the New Jersey Department of Banking and Insurance.

STATEWIDE INSURANCE FUND

INDEMNITY AND TRUST AGREEMENT

THIS AGREEMENT made this _____ day of _____ 20_____, in the County of Morris, State of New Jersey, by and between the Statewide Insurance Fund (hereinafter "FUND"), and «Member» in the County of «County» a duly constituted local unit of government (hereinafter "LOCAL UNIT");

WHEREAS, two or more local units have collectively formed a joint insurance fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et seq.; and

WHEREAS, the LOCAL UNIT has agreed to become a member of the FUND in accordance with and to the extent provided for in the Bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND; and

WHEREAS, the LOCAL UNIT has complied with relevant law with regard to the acquisition of insurance;

NOW, THEREFORE, it is agreed as follows:

1. The LOCAL UNIT, upon entering the FUND, agrees to be bound by and to accept and comply with each and every provision of the FUND's Bylaws, Risk Management Program, as it applies

to the LOCAL UNIT and the applicable statutes and administrative regulations pertaining to joint insurance funds.

2. The LOCAL UNIT agrees to participate in the FUND with respect to the coverage listed in the LOCAL UNIT's "Resolution to Join" in accordance with the FUND's Bylaws and Risk Management Program.
3. The LOCAL UNIT agrees to become a member of the FUND until January 1, 2024, at 12:01 a. m. eastern standard time. The commencement date shall be the effective date as established by the FUND's Bylaws and policies.
4. The LOCAL UNIT certifies that it has not been canceled for non-payment of insurance premiums for a period of at least two (2) years prior to the date hereof, or, if self-insured, that it has never defaulted on any claims.
5. In consideration of membership in the FUND, the LOCAL UNIT agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND in accordance with statute and regulation, and by execution hereof the full faith and credit of the LOCAL UNIT is pledged to the punctual payment of any sums which shall become due to the FUND in accordance with the Bylaws thereof, this Agreement or any applicable statute or regulation.
6. If the FUND, in the enforcement of any part of this Agreement, shall incur necessary expense or become obligated to pay attorney's fees and/or court costs, the LOCAL UNIT agrees to reimburse the FUND for all such reasonable expenses, fees and costs on demand.
7. The LOCAL UNIT and the FUND agree that the FUND shall hold in trust all monies paid by the LOCAL UNIT to the FUND and those monies will be used in accordance with all applicable statutes, the FUND's Bylaws and the Risk Management Program.
8. If required by the Commissioner of Insurance or applicable statutes or regulations, the FUND shall establish separate trust fund accounts in accordance with N.J.S.A. 40A:10-36, et seq. and any other statutes or regulations that may be applicable. Said trust accounts shall be used solely for the payment of claims made against members of the FUND, excess insurance premiums and/or the administration of the FUND, or for such other purposes as now or hereunder permitted by statute or regulation.
9. Each LOCAL UNIT which shall become a member of the FUND shall be obligated to execute an agreement similar in form to this Agreement.
10. To the extent required by law, the LOCAL UNIT shall provide notice of this Agreement to the Office of the State Comptroller.

Gerald Norton stated he and Matthew Hall worked with Risk Management on reviewing the Township's coverage. The Statewide proposal will save the Township \$21,605 and keep the Township well protected.

Mayor Nyland moved to accept **Resolutions 2020-79, 2020-80 and 2020-81**. Seconded by Gerald Norton and passed unanimously on roll call vote. Ayes: 3, Nays: 0, Abstain: 0. Absent: 0

New Business:

The Re-Organization Meeting time and date were set for January 6, 2021 at 7:00 PM.

The Committee accepted the Proclamation recognizing January 24 – 30, 2021 as School Choice Week.

Habitability Hearing: Richard Wenner, Township Attorney, stated 45 Bush Street LLC was served with the complaint and advised of the date, time and place of the hearing regarding the suitability for human habitation at Block 23, Lot 1, 45 Bush Street, Oxford, NJ. No representative of 45 Bush Street LLC was in attendance in person or via Zoom. Mr. Wenner detailed the options available to the Township Committee regarding the property and building. Mr. Wenner swore in Michael Finelli, Township Engineer, Zoning Officer and Code Enforcement. Mr. Finelli testified to the inspection and condition of the building stating there is a large hole in the roof making the interior open to the elements, several windows are missing or broken, doors are open and unlocked and the interior has several inches of debris and garbage on the floor, and portions of walls and ceilings have fallen causing dangerous conditions. In the last 18 months several notices of exterior code violations have been sent to 45 Bush Street LLC via certified mail but have all been returned unclaimed. Notices were then posted on a window of the building. None of the issues have been addressed. Mr. Finelli stated that, as it exists today, the building is not fit for human habitation. No representatives from 45 Bush Street LLC were present to offer testimony. The hearing was closed by Mr. Wenner.

After deliberation by the committee, Gerald Norton moved to notify the property owner they have 30 days to repair the roof and to set another hearing for January 20, 2021 to assess any progress. Seconded by Georgette Miller. Motion passed on a roll call vote Ayes: 2, Nays: 0, Abstain: 1, Absent: 0.

Mr. Wenner stated that demolition specs have been prepared for Block 23, Lot 1, 45 Bush Street. Georgette Miller moved to advertise for bids to demolish 45 Bush Street. Seconded by Gerald Norton and passed on a roll call vote Ayes: 2, Nays: 0, Abstain: 1, Absent: 0.

Township Committee Reports and Correspondence:

Gerald Norton moved to set up an online account with Wex-Fuel for DPW gasoline purchases. Seconded by Mayor Nyland and passed unanimously on a roll call vote. Ayes: 3, Nays: 0, Abstain: 0. Absent: 0

Mayor Nyland moved to allow the DPW Supervisor to hire part-time workers, who have submitted applications and fulfilled hiring requirements, when needed for snow removal. Seconded by Georgette Miller and passed unanimously on roll call vote. Ayes: 3, Nays: 0, Abstain: 0, Absent: 0.

Mayor Nyland moved to set a salary range for newly hired part-time DPW workers at \$18.00 to \$25.00 per hour. Seconded by Georgette Miller and passed unanimously on roll call vote. Ayes: 3, Nays: 0, Abstain: 0, Absent: 0.

Gerald Norton attended the School Board meeting at which regionalization was discussed. A meeting with the North Warren School Board will be set up.

Georgette Miller stated the Christmas Tree Lighting event was very successful. 55 children were there with their families. She has received great reviews on the decorations and the entire event.

Motion To Pay Bills:

Mayor Nyland moved to pay all bills presented to and approved by the Committee. Seconded by Georgette Miller and passed unanimously on roll call vote. Ayes: 3, Nays: 0, Abstain: 0, Absent: 0.

Mayor Nyland moved to authorize the Township CFO to pay routine bills due by the end of the year. Seconded by Gerald Norton and passed unanimously on roll call vote. Ayes: 3, Nays: 0, Abstain: 0, Absent: 0.

Township Engineer: Mike Finelli stated Oxford was awarded the 2021 DOT grant for resurfacing Mine Hill Road.

At a hearing yesterday for the 119 Belvidere Avenue property, in which the defendant was in attendance, Judge Mennan agreed to allow the owner until March 1, 2021 to clean up the remainder of the property. A lot of clean up has been done in the front and this will apply to the side and rear yards. No fines were issued, but a summons could be issued if the clean up is not done by March 31, 2021. Gerald Norton asked Rich Wenner if other legal recourses are available if the property owner does not comply. Mr. Wenner stated property maintenance and abandoned vehicle violations can be issued. Georgette Miller asked Mr. Finelli if anything further has been done regarding 331 Route 31. Mr. Finelli stated an inspector went to the property but he does not know what follow up was done. Mrs. Miller said there is a sewage smell at the property. Mr. Finelli will have it rechecked.

Attorney's Report:

Rich Wenner will give his report during Executive Session.

Mayor Nyland said 2020 has been a very challenging year and a rewarding year. This is his last meeting serving as Mayor and he'd like to thank the Committee Members for all of their help and support, all of the Township Professionals and especially the Township residents for their support. His term serving as Mayor has been very gratifying. He wishes everyone a Merry Christmas and Happy New Year.

Public Comment: Jody Kirby, 40 Route 31 North (via Zoom) stated many ash trees along Route 31 have been destroyed by ash borers and are in danger of falling. She asked how the town plans to address these. Mayor Nyland stated the NJ State Forestry Commission has ordered ash trees be taken down and JCP&L has the funds to remove them. They will be working in Oxford in January unless weather interferes. Jody Kirby asked if there is a priority to where they will begin work. Mayor Nyland suggested she contact the NJ State Road Commission. Matt Hall will contact her with the NJ DOT Regional Office contact information.

School Superintendent Bob Magnuson (via Zoom written comment) thanked the Committee for accepting the School Choice Week Proclamation and noted that School Choice provides \$150,000 annually for 22 students.

Executive Session:

EXECUTIVE SESSION

WHEREAS, Section 8 of the Open Public Meeting Act, Chapter 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances, and

WHEREAS, this public body is of the opinion that such circumstances presently exist. The public shall be excluded from the discussion of any action upon the hereinafter-specific subject matter.

The general nature of the subject matter to be discussed is Contractual Matters – Cambridge West, Solar and Coachlight and Attorney/Client Privilege – Solid Waste.

Mayor Nyland moved to enter Executive Session at 8:17 PM, seconded by Georgette Miller and passed unanimously on roll call vote. Ayes: 3, Nays: 0, Abstain: 0, Absent: 0.

Mayor Nyland moved to pay the Oxford Furnace Lake Director a bonus of 7% of the 2020 Furnace Lake net profit. Seconded by Georgette Miller and passed unanimously on roll call vote. Ayes: 3, Nays: 0, Abstain: 0, Absent: 0.

Mayor Nyland moved to adjourn the meeting at 8:40 PM. Seconded by Georgette Miller and passed unanimously on roll call vote. Ayes: 3, Nays: 0, Abstain: 0, Absent: 0.

Susan Turner, Deputy Clerk