My response must be in the negative. It should be noted that the object of parking meters is to regulate the flow of traffic, and to prevent congestion and eliminate danger.

Gilsey Buildings v. Great Neck, 11 N. Y. S. (2d) 694, 170 Misc. 945;
In re Opinion of Justices, 8 N. E. (2d) 179;

It is also worthy of notice that municipal corporations do not possess the right to rent or lease a part of the highways or streets for a commercial purpose, but that the right to regulate parking is an exercise of the police power of the State. Therefore, amounts received by a municipality from parking meters is not received from a "proprietary activity or business" within the meaning of subsection (a) of section 1 of Chapter 117 of the Acts of 1937.

ACCOUNTS, STATE BOARD OF: Whether allotment for building purposes for Muscatatuck Colony by budget committee out of funds appropriated in 1938, remains available until completion of any particular contract work on which was commenced during the statutory period of availability.

March 5, 1940.

Hon. C. A. Ketchum,
Director of the Budget,
State House,
Indianapolis, Indiana.

Dear Mr. Ketchum:

I have before me your letter in which you submit a copy of what is said to be a typical Project Proposal addressed to the Works Progress Administration, together with a copy of the sponsor's agreement, being, in this case, the agreement of April 3, 1939, of the Board of Trustees of the Muscatatuck Colony for the Feeble Minded, at Butlerville, Indiana.

The appropriation, which forms the basis for this agreement, is contained in Chapter 4 of the Acts of 1938 whereby
$5,329,750.00 was appropriated to the Executive Department for its contingent fund for public improvement. The Appropriation Act states that "this appropriation is for the purpose of enabling, and shall be used to enable, the State of Indiana to meet the state's requirements under the 'Works Relief and the Public Works Appropriation Act of 1938' of the Congress of the United States, and to enable it to avail itself of any other allotment by the Federal Government, and for the purpose of meeting any governmental project or for matching any money or appropriations allotted by the Federal Government to the State of Indiana."

Acts of 1938, p. 16.

It is expressly provided further that "such appropriation or any part thereof may be used only upon the authority of the Budget Committee with the approval of the Governor."

Acts of 1938, p. 16.

Accompanying your letter is a copy of the minutes of the Budget Committee of January 4, 1940, allotting $124,245.00 to the Board of Trustees of the Muscatatuck Colony for Feeble Minded, which allotment was approved by the Governor on January 5, 1940.

Under the express terms of the Appropriation Act it is provided that all of said appropriations shall be available until June 30, 1940, it being provided, however, that "any sums of the above appropriation contracted for during the life of the appropriation shall be held available by the Auditor of State until the claims on such contracts have been paid."

In connection with the Project Proposals to the Works Progress Administration the sponsor is required to execute an agreement providing that "in consideration of expenditures from Federal funds to be made on the project, it is agreed if the proposed work is undertaken, that the sponsor will finance such part of the entire cost thereof as is not to be supplied from Federal funds." Under the terms of the Project Proposal of the Board of Trustees of Muscatatuck Colony now under consideration, the sponsor's costs agreed to be furnished was $124,245.00, being the same amount made available by the Budget Committee on January 4, 1940, and which was approved by the Governor on January 5, 1940.
Your question is whether the agreement of the sponsor to finance its part of the entire cost as shown in the Project Proposal is such a contract as meets the provisions of the Appropriation Act that “any sums of the above appropriation contracted for during the life of the appropriation shall be held available by the Auditor of State until the claims of such contracts have been paid.”

It seems to me that if the proposed work is undertaken, the agreement of the sponsor then becomes binding and sufficient to meet the above requirement. I think this is especially true in view of the expressed purpose of the appropriation heretofore quoted in this opinion. The sponsor, having agreed to finance its part of the cost of the project supported by an allotment made to it by the Budget Committee during the life of the appropriation, I think it is intended that that amount should remain available to it until its obligation has been discharged. This seems to be the intent of the act.

TEACHER’S RETIREMENT FUND BOARD: Authority of Board to provide for emergencies out of funds which were not specifically appropriated by the general biennial appropriation Act.

March 6, 1940.

Hon. K. V. Ammerman, President,
Board of Trustees, State Teachers’ Retirement Fund,
Indianapolis, Indiana.

Dear Sir:

I have before me your letter in which, among other things, you state that two resolutions were passed by your Board on October 6, 1939, which were believed to be in conformity with the authority conferred by the Retirement Fund Act as interpreted by the opinion given to the Board of Trustees by the Attorney General on July 12, 1939.

You further state, however, that:

“Through some misunderstanding as to the procedure to follow, the resolutions provided that the emergency appropriations should be transferred to the personal service account of the fund, and the salaries