



International Fuel Tax Agreement

Information and Compliance Manual



Introduction



The purpose of this manual is to outline the steps involved in licensing and reporting under the International Fuel Tax Agreement (IFTA). The International Fuel Tax Agreement is a cooperative agreement among 48 U.S. states and 10 Canadian provinces (58 jurisdictions in all). It is designed to simplify the fuel tax licensing and reporting of fuel use taxes by interjurisdictional and interstate motor carriers. Fundamental to the agreement is the concept of a *base jurisdiction*. Upon application, the carrier's base jurisdiction will issue credentials (license and decals) which will allow the IFTA licensee to travel in all IFTA member jurisdictions.

Rhode Island may be your base jurisdiction for IFTA licensing and reporting if:

1. *You maintain the operational control and operational records for qualified motor vehicles in Rhode Island, or can make those records available in Rhode Island;*
2. *You have qualified motor vehicles which actually travel on Rhode Island roads; and*
3. *You operate in at least one other IFTA member jurisdiction.*

The IFTA license offers several benefits to the interstate motor carrier. These benefits include the following: one application, one set of credentials, one quarterly tax return which reflects the net tax or refund due, and, in most circumstances, one audit conducted by your base jurisdiction. These advantages all lead to cost and time savings for the interstate carrier.

License applications, technical assistance, and information pertaining to the International Fuel Tax Agreement can be obtained by contacting the Excise Tax Section at the following address:

**Rhode Island Division of Taxation
Excise Tax Section
One Capitol Hill
Providence, RI 02908-5800**

or by calling:

(401) 574-8955

Contents



I.	Key Terms: "Base Jurisdiction" and "Qualified Motor Vehicle"	4
II.	Registration	5
	A. Application Requirements	5
	B. IFTA Fees	5
	C. IFTA Credentials	6
	1. License	6
	2. Decals	6
	3. Single Trip Permits	6
III.	Reporting Requirements	7
	A. Penalty and Interest	8
	B. Bonding / Certified Check	8
	C. Tax Due / Refunds / Credits	8
	D. Tax-Exempt Miles	8
	E. Exempt Fuel Use	8
IV.	Lease Agreements	9
V.	License Cancellation, Suspension, Revocation and Reinstatement	11
	A. License Cancellation	11
	B. License Suspension and Revocation	11
	C. License Reinstatement	11
VI.	Record Keeping Requirements	12
	A. Retention and Availability of Records	12
	B. Decal Reconciliation Records	12
	C. Distance Records	12
	D. Fuel Records	13
	E. Summary Records	15
	F. Inadequate Records Assessment	15
VII.	Audit	16
VIII.	Appeals	18
IX.	Power of Attorney	18
X.	Definitions	19

I. Key Terms



"Base Jurisdiction" and "Qualified Motor Vehicle"

Two basic terms shape the workings of IFTA. The first term, "base jurisdiction", establishes the jurisdiction to which a carrier will make fuel tax payments. Your base jurisdiction will then distribute the appropriate amounts of tax owed to each IFTA member jurisdiction for you.

Rhode Island may be your base jurisdiction if:

- *your vehicle(s) is (are) registered in Rhode Island;*
- *your vehicle(s) travel on Rhode Island roads and on roads of at least one other IFTA jurisdiction;*
- *you maintain operational control and records for qualified motor vehicles in Rhode Island or can make those records available in Rhode Island.*

Carriers traveling in non-IFTA jurisdictions must continue to follow the procedures and file the fuel tax returns required by those jurisdictions. **The following jurisdictions are not IFTA members:**

- *United States: Alaska, Hawaii and District of Columbia*
- *Canada: Northwest Territories, Nunavut Territory and Yukon Territory*
- *Mexico: All States and Federal District*

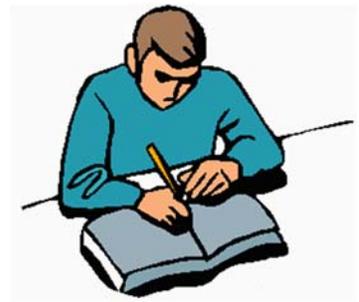
The second term defines the kind of vehicle that qualifies for an IFTA license. A "qualified motor vehicle" is defined as a motor vehicle used, designed, or maintained for transportation of persons or property and:

- *having two axles and a gross vehicle weight or registered gross vehicle weight exceeding 26,000 pounds, or 11,797 kilograms; or*
- *having three or more axles regardless of weight; or*
- *is used in combination, when the weight of such combination exceeds 26,000 pounds or 11,797 kilograms gross vehicle or registered gross vehicle weight. Qualified Motor Vehicle does not include recreational vehicles.¹*

¹ *Recreational vehicle* means vehicles such as motor homes, pickup trucks with attached campers, and buses when used exclusively for personal pleasure by an individual. In order to qualify as a recreational vehicle, the vehicle shall not be used in connection with any business endeavor.

If you have more than one fleet operating out of more than one jurisdiction, more than one jurisdiction could qualify as your base jurisdiction. In this instance, the jurisdictions involved may agree to designate one jurisdiction as your base jurisdiction. This designation must be approved in writing by each affected jurisdiction.

II. Registration



A. Application Requirements

Any motor carrier based in Rhode Island and operating one (1) or more qualified motor vehicles in at least one (1) other IFTA member jurisdiction must file an IFTA License Application in Rhode Island. If a carrier qualifies as an IFTA licensee but does not wish to participate in the IFTA program, trip permits must be obtained to travel through member jurisdictions in accordance with the regulations of each member jurisdiction. Applications must be filled out completely and typed or printed in ink. Submit the completed application, along with the applicable fees, to

**Rhode Island Division of Taxation
Excise Tax Section
One Capitol Hill**

Providence, RI 02908-5800

A carrier will not be issued IFTA credentials if its IFTA account is delinquent, or if the carrier was previously licensed in another IFTA member jurisdiction and the carrier's license has been suspended or revoked and is still in that status in that member jurisdiction. The Division of Taxation will not issue a license if the license application submitted contains misrepresentations, misstatements or omissions of required information.

Each applicant will be issued a thirteen character account number. The first two characters will be "RI", followed in most instances by the company's Federal Identification Number, followed by a two character suffix, usually "00". A Federal Identification Number is required for each application. The Federal Identification Number must be provided whenever you are inquiring about your account.

B. IFTA Fees

The fee for an initial license application, or for reinstatement of a revoked license, is ten dollars (\$10.00). There is no charge for license renewals. The fee for decals is ten dollars (\$10.00) per qualified motor vehicle, per year. Both license and decals are renewable annually, on a calendar year basis – January 1 through December 31. A renewal form will be sent to all accounts in with a current license

C. IFTA Credentials

1. License

An IFTA license will be issued for each qualified motor vehicle operating in member jurisdictions. The license is valid for the calendar year January 1 through December 31. The license, or a photocopy of the license, must be maintained in the cab of each qualified motor vehicle. If a carrier is found operating a qualified motor vehicle without an IFTA license, the vehicle operator may be subject to the purchase of a trip permit, a citation, or both.

One additional license will be issued to each licensee, to be maintained with the office records.

2. Decals

Two decals will be issued for each qualified motor vehicle operated by the IFTA licensee. The decals must be placed on the exterior portion of both sides of the cab. In the case of transporters, manufacturers, dealers, or driveaway operations, the decals need not be permanently affixed, but may be temporarily displayed in a visible manner on both sides of the cab. A licensee may request extra decals for fleet additions. Decals that are assigned to new owner-operators whose qualified vehicles are under a long-term lease must be recalled once the lease is terminated. Failure to display the IFTA decals properly may subject the vehicle operator to the purchase of a trip permit, a citation, or both.

Also, a licensee shall retain and maintain an IFTA decal inventory listing. The corresponding decal number will be identified along with the vehicle identification and plate and VIN number. Licensees may purchase additional decals throughout the year by contacting the Excise Tax Section to obtain an *Additional Decal Requisition* form. The licensee will keep all unused decals for four (4) years for audit purposes.



3. Single Trip Permits

In lieu of motor fuel tax licensing under the International Fuel Tax Agreement (IFTA), persons may elect to satisfy motor fuels use tax obligations on a trip-by-trip basis. In order to do so, the jurisdictions in which one wishes to travel must be contacted.

III. Reporting Requirements



All licensees must file an IFTA Quarterly Fuel Use Tax Return. The tax due or credit amount is calculated for each member jurisdiction on this report. If there is a net tax due, the licensee will submit a check payable to the Rhode Island Division of Taxation; if there is a refund due, the licensee will receive a refund check from the Rhode Island Division of Taxation. Tax rate information will be provided with the IFTA quarterly tax returns, reflecting the current tax rate for the reporting period for each member jurisdiction.

A Quarterly Fuel Use Tax Return must be filed even if the licensee does not operate or purchase fuel in any IFTA jurisdiction in a particular quarter.

The following information is required on the IFTA Quarterly Fuel Use Tax Return:

- total miles, taxable and nontaxable, traveled by the licensee's qualified motor vehicles in all jurisdictions, including trip permit miles;
- total gallons of fuel consumed, taxable and nontaxable, by licensee's qualified motor vehicles in all jurisdictions;
- total miles and taxable miles traveled in each member jurisdiction;
- taxable gallons consumed in each member jurisdiction;
- tax-paid gallons purchased in each member jurisdiction; and
- current tax rates for each member jurisdiction.

The due date for the quarterly tax return is the last day of the month immediately following the close of the quarter for which the return is being filed.

These dates are as follows:

<i>Reporting Quarter</i>	<i>Due Date</i>
<i>January - March</i>	<i>April 30</i>
<i>April - June</i>	<i>July 31</i>
<i>July - September</i>	<i>October 31</i>
<i>October - December</i>	<i>January 31</i>

The quarterly tax return must be postmarked by the due date. If the due date is a Saturday, Sunday or legal holiday, the next business day is considered the due date. The licensee will be subject to the IFTA penalty and interest provisions if the return is not filed in a timely manner.

A. Penalty and Interest

If a licensee fails to file a return, files a late tax return, or fails to remit any tax due, the licensee is subject to penalty and interest. The penalty for failure to file a tax report when due is the greater of fifty dollars (\$50.00) or ten percent (10%) of the net tax due to all member jurisdictions. Interest is computed on all delinquent taxes due each jurisdiction. Interest shall be set at an annual rate of two (2) percentage points above the underpayment rate established under Section 6621(a)(2) of the Internal Revenue Code, adjusted on an annual basis on January 1 of each year. Interest shall accrue monthly at 1/12 this annual rate from the date the tax was due, until paid. The current interest rate can be found at www.iftach.org under Interest Rates.

B. Bonding / Certified Check

A bond may be required for just cause (e.g., when a licensee fails to file timely reports, when tax has not been remitted, or when an audit indicates problems that warrant bonding). A licensee required to post a bond must provide a surety bond, cash bond, or any other obligation that the Division of Taxation deems appropriate. Payment by certified check is required from any licensee required to post a bond.

C. Tax Due / Refunds / Credits

When completing your tax return, apply any overpayment in one jurisdiction to the tax owed in another jurisdiction. If taxes owed are more than any overpayments, send one check for the net tax owed. If overpayments are greater than taxes owed, send no money. Your account will be credited for the amount of the overpayment. You may request a refund of your credit balance, or you may carry this balance over to the next period. To request a refund, enter the amount you wish to have refunded on *Line 11* of the *IFTA-100, Quarterly Fuel Use Tax Return*. A refund will be issued after the Division of Taxation has determined that all tax liabilities, including any outstanding audit assessments, have been satisfied. A refund may be denied if the licensee is delinquent in filing any quarterly tax report(s). If a refund is not requested, the credit will be carried forward to the next period. *Earned credits will expire if not used after eight (8) quarters.*

D. Tax-Exempt Miles

IFTA recognizes that some jurisdictions have unique economic and geographic characteristics which have given rise to various definitions of tax-exempt miles. If questions arise, contact the individual member jurisdictions. All jurisdictions require documentation to support a claim of tax-exempt miles. These miles must be included in total miles for miles per gallon (MPG) calculation, and also in jurisdictional total miles, *Column B* of the *IFTA-101, Quarterly Fuel Use Tax Schedule*. They should not be included in *Column C* of the *IFTA-101*.

E. Exempt Fuel Use

IFTA jurisdictions may define specific tax-exempt fuel use in their own jurisdiction. This exemption is not calculated on the IFTA tax report. An exemption must be obtained from the jurisdiction in which the tax was paid. The licensee must maintain adequate records to support the exemption claimed and submit a separate refund claim for tax paid on tax-exempt fuel directly to the appropriate taxing jurisdiction.



IV. Lease Agreements



The carrier operating a vehicle is always responsible for the payment of fuel tax, unless a lease agreement specifically states otherwise. For example, if a carrier leasing a vehicle is stopped by a law enforcement officer and the lease agreement does not show that the lessor is responsible for the payment of fuel tax, the carrier will be held responsible. Similarly, a carrier who is audited by the Division of Taxation must have documentation proving that the payment of fuel tax is the responsibility of another party or the carrier must pay the tax.

The following excerpts, taken directly from the IFTA *Articles of Agreement*, address the tax responsibility of lessors, lessees, household goods carriers, and independent contractors:

Rental / Leasing

Short-Term Leases. In the case of a short-term motor vehicle rental, by a lessor regularly engaged in the business of leasing, or renting motor vehicles without drivers, for compensation to licensees or other lessees of 29 days or less, the lessor will report and pay the fuel use tax unless the following two conditions are met:

The lessor has a written rental contract which designates the lessee as the party responsible for reporting and paying the fuel use tax; and

The lessor has a copy of the lessee's IFTA fuel tax license which is valid for the term of the rental.

Long-Term Leases. A lessor regularly engaged in the business of leasing or renting motor vehicles without drivers for compensation to licensees or other lessees may be deemed to be the licensee, and such lessor may be issued a license if an application has been properly filed and approved by the base jurisdiction.

Household Goods Carriers

In the case of a household goods carrier using independent contractors, agents, or service representatives, under intermittent leases, the party liable for motor fuel use tax shall be:

The lessee (carrier) when the qualified motor vehicle is being operated under the lessee's jurisdictional operating authority. The base jurisdiction for purposes of this Agreement shall be the base jurisdiction of the lessee (carrier), regardless of the jurisdiction in which the qualified motor vehicle is registered for vehicle registration purposes by the lessor or lessee.

The lessor (independent contractor, agent, or service representative) when the qualified motor vehicle is being operated under the lessor's jurisdictional operating authority. The base jurisdiction for purposes of this Agreement shall be the base jurisdiction of the lessor, regardless of the jurisdiction in which the qualified motor vehicle is registered for vehicle registration purposes.

Independent Contractors

Short-Term Leases. In the case of a carrier using independent contractors under short-term / trip leases of 29 days or less, the trip lessor will report and pay all fuel taxes.

Long-Term Leases. In the case of a carrier using independent contractors under long-term leases (30 days or more), the lessor and lessee will be given the option of designating which party will report and pay fuel use tax. In the absence of a written agreement or contract, or if the document is silent regarding responsibility for reporting and paying fuel use tax, the lessee will be responsible for reporting and paying fuel use tax. If the lessee (carrier) through a written agreement or contract assumes responsibility for reporting and paying fuel use taxes, the base jurisdiction for purposes of this Agreement shall be the base jurisdiction of the lessee, regardless of the jurisdiction in which the qualified motor vehicle is registered for vehicle registration purposes by the lessor.

Filing of Leases

No member jurisdiction shall require the filing of such leases but such leases shall be made available upon request of any member.



V. License Cancellation, Suspension, Revocation and Reinstatement



A. License Cancellation

An IFTA license may be canceled at the request of any licensee provided all reporting requirements and tax liabilities to all member jurisdictions have been satisfied. The cancellation box on the final IFTA quarterly tax return may be checked to indicate the end of operations under IFTA. The license may also be canceled by submitting a written request for cancellation. Upon cancellation, the licensee must return the original IFTA license and all unused IFTA decals to the Rhode Island Division of Taxation, Excise Tax Section. A final audit may be conducted by any member jurisdiction upon cancellation of an IFTA license. The record retention period of four (4) years from the due date of the final quarterly tax return applies.

B. License Suspension and Revocation

An IFTA license may be suspended and/or revoked for any failure to comply with the provisions of the IFTA *Agreement*, such as:

- *failure to file an IFTA quarterly tax return;*
- *failure to remit all taxes due all member jurisdictions;*
- *failure to pay and/or protest an audit assessment within the established time period; or*
- *failure to maintain adequate records or make records available when requested.*

The Rhode Island Division of Taxation will notify all member jurisdictions when a suspension or revocation has occurred or has been released.

C. License Reinstatement

The Rhode Island Division of Taxation may reinstate an IFTA license once the licensee files all required returns and satisfies all outstanding liabilities due all member jurisdictions.

VI. Record Keeping Requirements



A. Retention and Availability of Records

A licensee shall retain the records of its operations to which IFTA reporting requirements apply for a period of four (4) years following the date the IFTA tax return for such operations was due or was filed, whichever is later, plus any period covered by waivers or jeopardy assessments. It is the licensee's responsibility to maintain records of all interstate operations of qualified motor vehicles. The licensee's records must support the information reported on the quarterly tax return.

B. Decal Reconciliation Records

A licensee shall retain and maintain an IFTA decal inventory listing. The corresponding decal number will be identified along with the vehicle identification and plate and VIN number. The licensee will keep all unused decals for four (4) years for audit purposes.

C. Distance Records

Distance records produced by a means other than a vehicle-tracking system, must include:

- The beginning and ending dates of the trip to which the records pertain;
- trip origin and destination (including address, city and state);
- routes of travel;
- beginning and ending odometer readings, hubodometer, engine control module (ECM), or any similar device for the trip;
- total distance of the trip miles;
- mileage by jurisdiction; and
- vehicle identification or unit number;

Distance records produced wholly or partly by a vehicle-tracking system, including a system based on global position system (GPS) must include:

- the original GPS or other location data for the vehicle to which the records pertain;
- the date and time of each GPS or other system reading, at intervals sufficient to validate the total distance traveled in each jurisdiction;

- the location of each GPS or other system reading
- beginning and ending odometer readings, hubodometer, engine control module (ECM), or any similar device for the period to which the records pertain;
- the calculated distance between each GPS or other system reading;
- the route of the vehicle's travel;
- the total distance traveled by the vehicle
- mileage by jurisdiction by the vehicle; and
- vehicle identification or unit number;

A licensee's reporting of distance may deviate slightly from a calendar quarter basis provided that:

- The beginning and ending dates of the licensee's reported distance reflects a consistent cut-off procedure,
- The deviations do not materially affect the reporting of the licensee's operations,
- The deviations do not materially delay the payment of taxes due,
- The cut-off dates for both distance and fuel are the same, and
- The base jurisdiction can reconcile the reported distance for the period through audit.

D. Fuel Records

The licensee shall maintain complete records of all motor fuel purchased, received, or used in the conduct of its business, and on request, produce these records for audit. The records shall be adequate for the auditor to verify the total amount of fuel placed into the licensee's qualified motor vehicles, by fuel type. Separate totals must be compiled for each fuel type.

Retail fuel purchases include all those purchases where a licensee buys fuel from a retail station or a bulk storage facility that the licensee does not own, lease, or control.

The base jurisdiction shall not accept, for purposed of allowing tax-paid credit, any fuel record that has been altered, indicated erasures, or is illegible, unless the licensee can demonstrate the record is valid.

The base jurisdiction shall not allow tax-paid credit for any fuel placed into a vehicle other than a qualified moto vehicle.

For acceptable retail fuel records, they must contain:

- a receipt, invoice, or transaction listing from the seller;
- a credit-card receipt,

- a transaction listing generated by a third party, or
- an electronic or digital record of an original receipt or invoice

For tax-paid credit, a valid retail fuel record must contain:

- date of fuel purchase;
- name and address of seller (a vendor code, properly identified);
- quantity of fuel purchased;
- type of fuel purchased;
- price per gallon or total price of the fuel purchased;
- the identification of the qualified motor vehicle into which the fuel was placed; and
- name of the purchaser of the fuel
- the name of the purchaser of the fuel (where the qualified motor vehicle being fueled is subject to a lease, the name of either the lessor or lessee is acceptable for this purpose, provided a legal connection can be made between the purchaser named and the licensee)

A licensee who maintains a bulk storage facility shall retain the following records:

- receipts for all deliveries;
- quarterly inventory reconciliations for each tank;
- the capacity of each tank; and
- bulk withdrawal records for every bulk tank at each location

For acceptable bulk fuel records, they must contain:

- the purchase price of the fuel delivered into the bulk storage includes tax paid to the member jurisdiction where the bulk storage is located, or;
- the licensee has paid fuel tax to the member jurisdiction where the bulk storage is located

For tax-paid credit, a valid bulk fuel record must contain:

- the location of the bulk storage from which the withdrawal was made;
- date of the withdrawal;
- the quantity of fuel withdrawn;
- the type of fuel withdrawn; and
- the identification of the vehicle or equipment into which the fuel was placed

E. Summary Records

A monthly summary of the fleet's operations reported on the corresponding quarterly tax return that includes the distance traveled by and the fuel placed into each vehicle in the fleet during the quarter, both in total and by jurisdiction, may be necessary for the efficient audit of the licensee's records. The licensee shall make such summaries available for audit upon due notice and demand by the base jurisdiction.

F. Inadequate Records Assessment

If the base jurisdiction determines that the records produced by the licensee for audit do not, for the licensee's fleet as a whole, meet the criterion for the adequacy of records, or after the issuance of a written demand for records by the Rhode Island, the licensee produces no records, the Rhode Island shall impose an additional assessment by either:

- Adjusting the licensee's reported fleet MPG to 4.00 or 1.70 KPL; or
- Reducing the licensee's reported MPG or KPL by twenty percent.

This section does not affect the ability of a base jurisdiction to disallow tax-paid credit for fuel purchases which are inadequately documented, or, for cause, to conduct a best information available audit which may result in adjustments to either the audited or reported MPG suspend, revoke, or cancel the license issued to a licensee.

VII. Audit



Audit is a critical element of ensuring compliance with the International Fuel Tax Agreement (IFTA). Under the provisions of IFTA, a member jurisdiction must audit, on behalf of all member jurisdictions, the tax returns and supporting documents of licensees based in that jurisdiction. This shall not preclude another jurisdiction from also auditing a licensee. In that event, that jurisdiction shall pay all its audit expenses.

In an IFTA audit, the burden of proof is on the licensee. A licensee must preserve all fuel and distance records for the period covered by the quarterly tax returns for any periods under audit in accordance with the laws of the base jurisdiction. Records shall be made available upon request by any member jurisdiction.

In the event that the licensee's records are not located in the base jurisdiction and the base jurisdiction must send auditors to the place records are kept, the base jurisdiction may require the licensee to reimburse the base jurisdiction for reasonable per diem and travel expenses of its auditors as authorized by law.

The records maintained by a licensee shall be adequate to enable the base jurisdiction to verify the distances traveled and fuel purchased by the licensee for the period under audit and to evaluate the accuracy of the licensee's distance and fuel accounting systems.

The adequacy of a licensee's records is to be ascertained by the records' sufficiency and appropriateness. Sufficiency is a measure of the quantity of records produced; that is, whether there are enough records to substantially document the operations of the licensee's fleet. The appropriateness of the records is a measure of their quality; that is, whether the records contain the kind of information an auditor needs to audit the licensee for the purposes stated in the preceding paragraph. Records that are sufficient and appropriate are to be deemed adequate.

Provided a licensee's records are adequate under this definition, the records may be produced through any means, and retained in any format or medium available to the licensee and accessible by the base jurisdiction. If records are presented in a format or in a manner in which the base jurisdiction cannot audit them, they have not been made available as required.

If any licensee fails to make records available upon proper request, or if any licensee fails to maintain records from which the licensee's true liability may be determined, a base jurisdiction may, thirty (30) days after requesting in writing that the records be made available or receiving notification of insufficient records, determine a tax finding for each jurisdiction based upon the commissioner's determination of the tax liability of such licensee. The IFTA Commissioner may make a determination from information previously furnished by the licensee, if available, and any other pertinent information that may be available to the commissioner.

A. Notification of Audit Date

Prior to conducting an IFTA audit, an auditor will contact the licensee by common courier informing them they have been selected for an IFTA audit. At that time, the auditor will outline the time period to be audited and the records to be reviewed. To confirm the audit date, the auditor will send a follow-up letter thirty (30) days prior to the initial contact detailing the audit date, audit period, and records required. To assist the auditor in planning the audit, a *Pre-Audit Questionnaire* will also be sent to the licensee. The questionnaire should be completed by the licensee and returned to the auditor prior to the audit start date.

B. Audit Conferences

The audit will begin with a documented opening conference with the licensee to discuss and determine the background information, the licensee's operations, distance and fuel accounting system, records to be examined, sample periods and audit procedures. As the audit progresses, the auditor and the licensee will discuss any problem areas. A documented closing conference will be held with the licensee to explain the audit findings and to discuss any requirements and recommendations for improvement to the distance and fuel accounting systems.

C. Audit Results

Upon completion of the audit, copies of workpapers will be provided to the licensee. Shortly thereafter, a *Letter of Audit Findings* and a *Report of Field Audit* will be mailed to the licensee.



VIII. Appeals



A licensee or applicant may appeal an action or audit finding issued by the commissioner of any member base jurisdiction by making a written request for a hearing within thirty (30) days after the service of notice of the original action or finding. If the hearing is not requested in writing within thirty (30) days, the original finding or action is final.

The appellant may appear in person and/or be represented by counsel at the hearing and is entitled to produce witnesses, documents, or other pertinent material to substantiate the appeal.

In the event that the licensee appeals an assessment for one or more jurisdictions, it will be the responsibility of the base jurisdiction to participate in the appeal process on behalf of the other jurisdictions. The appeal process will be conducted in accordance with the procedures established by the base jurisdiction.

IX. Power of Attorney

If a licensee uses a reporting service, or other practitioner, for motor fuel use tax reporting, a Power of Attorney must be placed on file with the Division of Taxation. Filing a Power of Attorney does not relieve the licensee of its legal obligations associated with the license. The licensee is still responsible for the payment of taxes as well as all acts and omissions of the reporting service or practitioner.



X. Definitions



Applicant

A person in whose name the uniform application for licensing is filed with a base jurisdiction for the purpose of motor fuel tax reporting under the provisions of IFTA.

Audit

The physical examination of the source documentation of the licensee's operations either in detail or on a representative sample basis; The evaluation of the internal controls of the licensee's accounting system and operations; and the accumulation of sufficient competent evidential matter to afford a reasonable basis for determining whether or not there are any material differences between actual and reported operations for each affected jurisdiction in accordance with the provisions of IFTA and all affected jurisdictions' fuel use tax laws.

Base Jurisdiction

The member jurisdiction where qualified motor vehicles are based for vehicle registration purposes and:

- 1) where the operational control and operational records of the licensee's qualified motor vehicles are maintained or can be made available; and
- 2) where some travel is accrued by qualified motor vehicles within the fleet. The commissioners of two (2) or more affected jurisdictions may allow the consolidation of several fleets which would otherwise be based in two (2) or more jurisdictions.

Cancellation

The termination of a license by the licensing jurisdiction pursuant to the IFTA agreement

Carrier

A person who operates, or causes to be operated, a qualified motor vehicle on any road in Rhode Island.

Commissioner

The official designated by the jurisdiction to be responsible for the administration of IFTA.

Division

The Division of Taxation.

Fleet

One or more vehicles.

Gallon

Of compressed natural gas means a quantity of compressed natural gas equal to 126.67 cubic feet of natural gas at 60 degrees Fahrenheit and one atmosphere of pressure. In the alternative, it means a quantity of compressed natural gas that weighs 5.66 pounds.

Gross Vehicle Weight

The unladen (empty) weight of a vehicle (tractor and trailer) *plus* the weight of any load thereon.

In-Jurisdiction Distance

The total number of miles or kilometers operated by a registrant's/licensee's qualified motor vehicles within a jurisdiction. In-jurisdiction distance does not include miles/kilometers operated on a fuel tax trip permit or exempted from fuel taxation by a jurisdiction.

Jurisdiction

A state of the United States, the District of Columbia, a province or territory of Canada or a state of the United Mexican States.

Lessee

The party acquiring the use of equipment, with or without a driver, from another.

Lessor

The party granting the use of equipment, with or without a driver, to another.

Licensee

A person who holds an uncanceled agreement license issued by the base jurisdiction.

Motor Fuels

All fuels used for the generation of power for propulsion of qualified motor vehicles.

Person

An individual, corporation, partnership, association, trust or other entity.

Qualified Motor Vehicle

A motor vehicle used, designed or maintained for transportation of persons or property and:

- 1) having two (2) axles and a gross vehicle weight or registered gross vehicle weight exceeding 26,000 pounds or 11,797 kilograms; or
- 2) having three (3) or more axles regardless of weight; or
- 3) is used in combination when the weight of such combination exceeds 26,000 pounds or 11,797 kilograms gross vehicle or registered gross vehicle weight.
“Qualified Motor Vehicle” does not include recreational vehicles.

Records

Information created, received, and maintained by an organization or person in the transaction of business, or in the pursuance of legal obligations, regardless of media.

Recreational Vehicle

Vehicles such as motor homes, pickup trucks with attached campers, and buses when used exclusively for personal pleasure by an individual. In order to qualify as a recreational vehicle, the vehicle shall not be used in connection with any business endeavor.

Registered Gross Vehicle Weight

The weight at which a qualified motor vehicle is registered (plated) with the Rhode Island Division of Motor Vehicles or a state other than Rhode Island.

Reporting Period

A period of time consistent with the calendar quarterly periods of January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

Roadside Enforcement

Applies to necessary action, by those person within a jurisdiction, charged with inspection or compliance checks of qualified vehicles being operated within the jurisdiction. It includes any activity by authorized personnel at any permanent or temporary weight or inspection site or any other location as deemed appropriate by the jurisdiction.

Revocation

The withdrawal of license and privileges granted to the licensee by the licensing jurisdiction.

Single-Trip Permit

The election to satisfy motor fuel use tax obligations on a trip-by-trip basis in lieu of licensing under the International Fuel Tax Agreement (IFTA).

Suspension

The temporary removal of privileges granted to the licensee by the licensing jurisdiction.

Total Distance

All miles or kilometers traveled during the reporting period by every qualified motor vehicle in the licensee's fleet, regardless of whether the miles or kilometers are considered taxable or nontaxable by a jurisdiction.

Weight

The maximum weight of the loaded vehicle or combination of vehicles during the registration period.