

(b) (1) If the negotiations under subsection [(a)] (A)(1) of this section do not resolve the dispute to the satisfaction of the parties, a volunteer fire [company, volunteer rescue squad, or volunteer ambulance] company may file suit against the motor carrier in a court of competent jurisdiction in the State.

(2) IF THE NEGOTIATIONS UNDER SUBSECTION (A)(2) OF THIS SECTION DO NOT RESOLVE THE DISPUTE TO THE SATISFACTION OF THE PARTIES, A VOLUNTEER FIRE COMPANY MAY FILE SUIT AGAINST THE PERSON IN CONTROL IN A COURT OF COMPETENT JURISDICTION IN THE STATE.

(c) AT THE REQUEST OF A VOLUNTEER FIRE COMPANY, A LOCAL JURISDICTION MAY FILE SUIT UNDER THIS SUBTITLE ON BEHALF OF THE VOLUNTEER FIRE COMPANY.

(D) If a volunteer fire [company, volunteer rescue squad, or volunteer ambulance] company is awarded damages under this subtitle, the court may also award reasonable attorney's fees.

3-1105.

This subtitle does not affect any liability or immunity of a volunteer fire company, a volunteer rescue squad, or the personnel of a volunteer fire company or volunteer rescue squad under § 5-309.1 of this article.

3-1107.

This subtitle does not abrogate any statutory or common law right or cause of action of a person against:

(1) [a] A motor carrier that has been involved in a traffic accident involving a release of hazardous materials; OR

(2) A PERSON IN CONTROL OF A FIXED FACILITY INVOLVED IN A RELEASE OR THREATENED RELEASE OF HAZARDOUS MATERIALS.

3-1201.

(a) In this subtitle the following words have the meanings indicated.

(b) (1) "Expense of an emergency response, containment, cleanup, and abatement" means the reasonable costs associated with the repair or replacement of personal protective equipment:

(i) Owned by:

1. A paid fire department; or
2. An authorized individual, whether paid or volunteer, who participates in an emergency response, containment, cleanup, and abatement by a paid fire department; and