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I own unpatented placer gold claims (the EHK's) in the Helena National Forest, and wish to comment on issues I have had to deal with over the past few years.
Though we had a small, essentially recreational operation using hand tools only in a dry drainage within a clearcut area, we were forced to file a POO and post reclamation bond for our active pit. That bond was seized when my partner (who was taking care of his terminally ill mother) was unable to complete his digging and reclamation.
I asked the district ranger why she thought our disturbance was significant, and was told: "It is totally my decision and you will have to live with it!" This is at variance with court opinions (e. g., US v. Tierney) that such discretion "cannot be unfettered". Further it violates the principle of due process, which places a burden of clarification clearly not met even upon my request.
I appealed and the forest supervisor refused to allow any testimony about this basic premise; instead restricting me to discussion of the allegations on the NONC which preceded the seizure. They were essentially factual about events, so I had no recourse short of going to court. I had to file POO,s with one year term (implying final reclamation must be done at the end of each season) and post another bond to continue. (Ironically, we are planning an expanded mechanized operation in 2019, and a POO is on the way to the operators today for their review and submission.)
We do use an unmaintained trail to the dig site for vehicular access, and for this reason voluntarily submitted multiple year POO's at the request of an earlier ranger. No bond was ever required, because we all understood what needed to be done.
So one recommendation is that there be greater clarity and revelation of the criteria (generally or site specific) district rangers must use to determine when a surface disturbance is "significant" so that prospectors and small miners know how to remain "under the radar". That was our intent, but we were greeted with a very unpleasant surprise.
Another is that claimants may determine the scope of arguments by which they may appeal sanctions or adverse decisions. Any chance I had to argue the whole process never should have begun was shot down.
Third, I suggest that POO's may have a term of more than one year at the option of the operator when the intent is to continue after the current season. If POO's are contracts as the district ranger asserted, then they are binding not only on the operators but also on the Forest Service. Requiring a one year POO for a year already covered by a multiple year POO is at best a very questionable tactic. The result may be, because of inducement, unenforceable.
I hope these remarks are helpful, and offer my further assistance if desired.