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## Section 1: 8-K (8-K)

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**  
Pursuant to Section 13 or 15(d) of  
the Securities Exchange Act of 1934

**Date of Report (Date of earliest event reported): May 1, 2020**

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**EVANS BANCORP, INC.**

(Exact name of registrant as specified in its charter)

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New York  
(State or other jurisdiction  
of incorporation)

001-35021  
(SEC Commission  
File Number)

161332767  
(IRS Employer  
Identification Number)

One Grimsby Drive  
Hamburg, New York  
(Address of principal executive offices)

14075  
(Zip Code)

Registrant's telephone number, including area code: 716-926-2000

Not Applicable  
(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.50 par value	EVBN	NYSE American

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new

or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 2.01 Completion of Acquisition or Disposition of Assets.**

On May 1, 2020 (the “Closing Date”), Evans Bancorp, Inc. (“Evans”), the parent holding company of Evans Bank, N.A. (“Evans Bank”), completed the transactions contemplated by the Agreement and Plan of Reorganization, dated as of December 19, 2019, as amended on March 5, 2020 (the “Agreement”), by and among Evans, MMS Merger Sub, Inc., a wholly-owned subsidiary of Evans (“Merger Sub”), and FSB Bancorp, Inc. (“FSB”), the parent holding company of Fairport Savings Bank. On the Closing Date, (i) Merger Sub was merged with and into FSB, with FSB continuing as the surviving corporation (the “Merger”) (the effective time of the Merger, the “Effective Time”), (ii) immediately thereafter, FSB was merged with and into Evans, with Evans continuing as the surviving corporation (together with the Merger, the “Holdco Mergers”), and (iii) immediately following the consummation of the Holdco Mergers, Fairport Savings Bank was merged with and into Evans Bank, with Evans Bank continuing as the surviving bank (together with the First Merger and the Second Merger, the “Mergers”). The Mergers were described in the Registration Statement on Form S-4 (File No. 333-236425) filed with the U.S. Securities and Exchange Commission (the “SEC”) on February 14, 2020, and amended on March 9, 2020 (the “Registration Statement”).

At the Effective Time, pursuant to the terms of the Agreement, each share of common stock, par value \$0.01 per share, of FSB was converted into the right to receive, at the election of the holder, either \$17.80 in cash or 0.4394 shares of common stock, par value \$0.50, of Evans, subject to the allocation and proration procedures contained in the Agreement.

The foregoing summary of the Agreement and the Mergers is not complete and is qualified in its entirety by reference to the complete text of the Agreement, which is filed as Exhibit 2.1 to the Registration Statement, which is incorporated by reference as Exhibit 2.1 hereto and is incorporated herein by reference.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

Pursuant to the terms of the Agreement, the Evans board of directors (the “Board”) increased the number of directors that comprised the Board to 14 directors, an increase of one, and appointed Kevin D. Maroney, to fill the new seat on the Board, effective as of the Effective Time, to hold such office until his successor is elected and qualified or until his resignation or removal. In connection with such appointment, Mr. Maroney has been appointed to the Audit Committee and the Enterprise Risk Committee. Prior to the Merger, Mr. Maroney was President and Chief Executive Officer and a director of FSB.

Mr. Maroney will be entitled to receive compensation as a non-employee member of the Board, as described in the section entitled “Director Compensation” in the Evans’ 2020 Proxy Statement, filed with the SEC on March 24, 2020.

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In connection with the Agreement, Mr. Maroney entered into a non-competition agreement with Evans (the “Non-Competition Agreement”), effective as of the Closing Date. A description of the terms of the Non-Competition Agreement is set forth in the section titled “Interests of FSB’s Directors and Executive Officers in the Mergers” of the Registration Statement and such description is incorporated herein by reference. The description of the Non-Competition Agreement is not complete and is subject to and qualified in its entirety by reference to the Non-Competition Agreement, a copy of which is attached as Exhibit 10.1 hereto and is incorporated herein by reference.

Since the beginning of the last fiscal year, there have not been any related party transactions between Evans and Mr. Maroney that would be reportable under Item 404(a) of Regulation S-K.

**Item 7.01 Regulation FD Disclosure.**

On May 1, 2020, Evans issued a press release announcing the consummation of the Mergers and the appointment of Mr. Maroney to the Board. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

This information (including Exhibit 99.1) is being furnished under Item 7.01 of this Form 8-K and shall not be deemed filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (“Exchange Act”) or otherwise subject to the liabilities of that section, and such information shall not be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

**Item 9.01 Exhibits.**

*(a) Financial statements of the business acquired.*

The audited consolidated balance sheets of FSB Bancorp, Inc. as of December 31, 2019 and 2018, and the related audited consolidated statements of income, comprehensive income, changes in stockholders’ equity and cash flows for each of the years in the two-year period ended December 31, 2019, and the related notes and report of the independent auditor thereto are filed as Exhibit 99.2 to this Current Report on Form 8-K and incorporated herein by reference.

*(b) Pro forma financial information.*

Pro forma financial information will be filed by amendment to this Current Report on Form 8-K not later than 71 days following the date that this Current Report on Form 8-K is required to be filed.

*(d) Exhibits*

[Exhibit 2.01 – Agreement and Plan of Reorganization, dated December 19, 2019, as amended on March 5, 2020, by and among Evans Bancorp, Inc., MMS Merger Sub, Inc., and FSB Bancorp, Inc. \(incorporated herein by reference to Annex A to the Registration Statement on Form S-4/A \(File No. 333-236425\) filed by Evans Bancorp, Inc. on March 9, 2020\).\\*](#)

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Exhibit 10.1 – Non-Competition Agreement, dated as of March 3, 2020, by and between Evans Bancorp, Inc. and Kevin Maroney.

Exhibit 23.1 – Consent of Bonadio & Co., LLP, FSB Bancorp, Inc.'s independent registered public accounting firm.

Exhibit 99.1 – Press Release, dated May 1, 2020.

Exhibit 99.2 – The audited consolidated balance sheets of FSB Bancorp, Inc. as of December 31, 2019 and 2018, and the related audited consolidated statements of income, comprehensive income, changes in stockholders' equity and cash flows for each of the years in the two-year period ended December 31, 2019, and the related notes and report of the independent auditor thereto (incorporated by reference to Exhibit 13 of FSB Bancorp, Inc.'s Annual Report on Form 10-K, filed with the SEC on March 30, 2020 (SEC File No. 001-37831)).

\* Schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule will be furnished supplementally to the SEC upon request; provided, however, that the parties may request confidential treatment pursuant to Rule 24b-2 of the Exchange Act for any document so furnished.

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## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, hereunto duly authorized.

### EVANS BANCORP, INC.

Date: May 1, 2020

By: /s/ David J. Nasca  
Name: David J. Nasca  
Title: President and Chief Executive Officer

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## Section 2: EX-10.1 (EX-10.1)

Exhibit 10.1

### NON-COMPETITION AGREEMENT

This Non-Competition Agreement (this "Agreement"), dated as of March 3, 2020, is entered into by Evans Bancorp, Inc., a New York corporation ("Parent"), and Kevin D. Maroney ("Executive").

WHEREAS, Parent, FSB Bancorp, Inc., a Maryland corporation ("Target"), and MMS Merger Sub, Inc., a Maryland corporation ("Merger Sub") have entered into an Agreement and Plan of Reorganization, dated as of December 19, 2019 (the "Merger Agreement"), pursuant to which (i) Merger Sub will merge with and into Target, with Target continuing as the surviving corporation and wholly-owned subsidiary of Parent; (ii) immediately thereafter, Target will merge with and into Parent, with Parent as the surviving corporation; and (iii) immediately thereafter, Fairport Savings Bank, a wholly-owned subsidiary of Target ("Target Bank"), will merge with and into Evans Bank, N.A., a national banking association and wholly-owned subsidiary of Parent ("Parent Bank"), with Parent Bank as the surviving bank (the "Transaction");

WHEREAS, Executive is the President and Chief Executive Officer of Target Bank and has entered into an Employment Agreement with Target Bank, effective as of January 1, 2018 (the "Employment Agreement");

WHEREAS, in connection with the Transaction, Executive's employment with Target and Target Bank shall be terminated and Executive shall become a member of Parent's Board of Directors (the "Termination");

WHEREAS, Executive will receive substantial consideration as a result of the Transaction and the Termination, including change of control benefits pursuant to the terms of Section 5(b) of the Employment Agreement (the "Change of Control Payments"), the accelerated payout of Executive's benefit under Target's Supplemental Executive Retirement Plan, and the acceleration of Executive's stock options and other incentive equity awards that would otherwise be unvested as of the date that the Transaction is consummated (such date, the "Closing Date"); and

WHEREAS, this Agreement shall become effective on the Closing Date, but if, for any reason, the Transaction shall not close in accordance with the terms of the Merger Agreement, this Agreement shall be null and void.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Parent and Executive agree as follows:

#### 1. Restrictive Covenants.

1.1. Non-Competition. For a period of two years following the Termination (the "Restricted Period"), Executive shall not, directly or indirectly, as an officer, director, employee, agent, adviser, consultant, principal, partner, investors or any other capacity, provide services to any savings bank, savings and loan association, savings and loan holding company, credit union, bank or bank holding company, insurance company or agency, mortgage or loan broker or any other entity that competes with the business of Parent or its subsidiaries within 25 miles of any locations in which Parent Bank, as successor to Target Bank, has business operations or has filed an application for regulatory approval to establish an office (the "Territory"). Executive's passive investment of not more than 3% of a publicly traded entity shall not be deemed a violation of this Section 1.1.

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1.2. Customer Non-Solicitation. During the Restricted Period, Executive shall not, directly or indirectly, solicit, divert, interfere with, or attempt to solicit, divert or interfere with, any customers, clients or other business relations of Parent or its subsidiaries to (i) cease doing business with Parent or any of its subsidiaries or (ii) reduce or limit their business relationship with Parent or any of its subsidiaries.

1.3. Employee Non-Solicitation. During the Restricted Period, Executive shall not, directly or indirectly, solicit, divert, interfere with, or attempt to solicit, divert or interfere with, any employee of Parent or any of its subsidiaries to terminate his or her employment.

1.4. Executive's Acknowledgments. Executive acknowledges and agrees that:

(a) Executive has been advised to, and given a reasonable opportunity to, consult with independent legal counsel regarding Executive's rights and obligations under this Agreement;

(b) Executive fully understands the terms and conditions contained herein;

(c) The restrictions and agreements applicable to Executive in this Agreement are reasonable in all respects and necessary for the protection of Parent and will not place an undue burden on Executive or Executive's family;

(d) Executive will receive significant and valuable consideration in connection with the Transaction;

(e) If Executive competed with Parent in the Territory, solicited the customers, clients or other business relations of Parent, or solicited the employees of Parent, Parent would suffer substantial harm; and

(f) The execution and delivery of this Agreement by Executive is a material inducement to the willingness of Parent to enter into the Merger Agreement, and a material condition to Parent consummating the Transaction.

## **2. Remedies.**

2.1. Injunctive Relief. In the event of a breach or threatened breach by Executive of Section 1.1, Section 1.2 or Section 1.3, Parent shall be entitled, in addition to all other remedies available at law, in equity or under contract, to obtain from any court having jurisdiction temporary, preliminary and permanent injunctive relief in order to enforce, or prevent any violations of, Section 1.1, Section 1.2 or Section 1.3 (without any requirement to post a bond or other security).

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2.2. **Repayment Obligation.** In the event of a breach by Executive of Section 1.1, Section 1.2 or Section 1.3, Executive shall, as promptly as practicable following the date Parent provides notice to Executive of such breach, repay to Parent an amount equal to \$480,000.

3. **Effectiveness.** This Agreement shall become effective only upon the consummation of the Transaction. In the event the Transaction is not consummated, this Agreement and all the provisions contained herein shall remain ineffective, null and void.

4. **Miscellaneous Provisions.**

4.1. **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by email, or otherwise delivered by hand or by messenger addressed:

(a) if to Parent,

Evans Bancorp, Inc.  
Evans Bank, N.A.  
One Grimsby Drive  
Hamburg, NY 14075  
Facsimile Number: 716-926-2005  
Attention: David J. Nasca  
Email: dnasca@evansbank.com

(b) if to Executive, to the address set forth on Executive's signature page hereto;

or to such other address or email address as any party shall have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt. Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given (i) if sent by confirmed electronic mail, on the next business day after such notice or communication is sent, (ii) if delivered by hand, messenger or courier service, when delivered, or (iii) if sent via mail, at the earlier of its receipt or three business days after having been sent by air mail or certified mail, return receipt requested, postage prepaid.

4.2. **Severability.** If a court of competent jurisdiction holds that any provision or sub-part thereof contained in this Agreement is invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect any other provision or sub-part in this Agreement, except that if any restriction set forth in Section 1 is found by any court of competent jurisdiction to be unenforceable, this Agreement shall be deemed amended to the extent necessary to render the otherwise unenforceable restriction valid and enforceable.

4.3. **Assignment; Binding Effect.** This Agreement and all obligations hereunder are personal to Executive and may not be transferred or assigned by Executive at any time. Parent may assign this Agreement, in whole or part, to any of its successors or affiliates. This Agreement shall be binding upon Executive and Executive's representatives, executors, administrators, estate, heirs, successors and assigns, and shall inure to the benefit of Parent and its successors and assigns.



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4.4. Entire Agreement. This Agreement constitutes the sole agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, oral or written, between the parties with respect to the subject matter of this Agreement. For the avoidance of doubt, this Agreement supplements, but not does not supersede, the Employment Agreement, and, in particular, does not supersede any obligations of Executive under the Employment Agreement that survive the Termination. Each party acknowledges that no representations, inducements, promises or agreements, oral or written, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement.

4.5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regards to its conflicts of law principles that might refer construction to the laws of a different jurisdiction.

4.6. Amendments; Waiver. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by Executive and Parent. Executive or Parent may waive, in writing, compliance by the other party with any specifically identified provision of this Agreement that such other party was or is obligated to comply with or perform; *provided, however*, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy, or power hereunder preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

4.7. Headings; Construction. The headings in this Agreement are only for convenience and are not intended to affect construction or interpretation. Any references to paragraphs, subparagraphs, sections or subsections are to those parts of this Agreement, unless the context clearly indicates to the contrary. Unless the context clearly indicates to the contrary, (i) the plural includes the singular and the singular includes the plural; (ii) “includes” and “including” are each “without limitation”; (iii) “herein,” “hereof,” “hereunder” and other similar compounds of the word “here” refer to the entire Agreement and not to any particular paragraph, subparagraph, section or subsection; and (vi) all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to may require.

4.8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement. Signatures delivered by facsimile or electronically shall be deemed effective for all purposes.

*[Remainder of the Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Non-Competition Agreement on the date first written above.

EXECUTIVE

/s/ Kevin D. Maroney

Address: 47 Cobble Creek Rd.  
Victor, N.Y. 14564

EVANS BANCORP, INC.

/s/ David J. Nasca

Name: David J. Nasca  
Title: President and Chief Executive Officer

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## Section 3: EX-23.1 (EX-23.1)

**Exhibit 23.1**

### CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Form 8-K of Evans Bancorp, Inc. of our report dated March 30, 2020, relating to the consolidated financial statements of FSB Bancorp Inc. as of December 31, 2019 and 2018, appearing in the Annual Report on Form 10-K for the year ended December 31, 2019 and 2018 (File No. 001-35021).

/s/ BONADIO & CO., LLP

Bonadio & Co., LLP  
Pittsford, New York  
May 1, 2020

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## Section 4: EX-99.1 (EX-99.1)

**Exhibit 99.1**



**News  
Release**

*Evans Bancorp, Inc. One Grimsby Drive Hamburg, NY 14075*

FOR IMMEDIATE RELEASE

### **Evans Bancorp, Inc. Completes Acquisition of FSB Bancorp, Inc.**

HAMBURG, N.Y., May 1, 2020 – Evans Bancorp, Inc. (“Evans”) (NYSE American: EVBN), parent company of Evans Bank, N.A. (“Evans Bank”), announced the completion of its acquisition of FSB Bancorp, Inc. (“FSB”) and its primary subsidiary, Fairport Savings Bank (“Fairport”). This transaction strengthens Evans’ presence in the Western New York region.

Under the terms of the merger agreement, FSB stockholders received, at the election of the holder, for each share of common stock, par value \$0.01, of FSB either (i) \$17.80 in cash or (ii) 0.4394 share of common stock, par value \$0.50, of Evans, subject to the allocation and proration procedures contained in the merger agreement.

“The acquisition of FSB advances our growth objectives and strategy by expanding our geographic footprint into a nearby MSA and leveraging the scale of our combined organization to diversify our client base,” said David J. Nasca, President and CEO of Evans. “We are very excited to welcome the talented team members of FSB and to continue to provide customers with the relationship service they know and desire.”

In accordance with the merger agreement, Kevin D. Maroney has been appointed to the Board of Directors of Evans. Mr. Maroney, 62, has served as FSB’s Chief Executive Officer since January 2018 and as President and a director since 2017. Mr. Maroney first joined Fairport in 2004 and has served in a number of executive and senior management roles, including as its Chief Financial Officer and Chief Operating Officer, positions he held from 2004 to

October 2017.

Based on financial information reported as of December 31, 2019, the combined company would have total assets of approximately \$1.85 billion, deposits of approximately \$1.56 billion and loans of approximately \$1.50 billion. Fairport customer relationships will continue business as usual until the banks' systems are integrated and Fairport banking offices are rebranded as Evans Bank, which is anticipated to occur in August 2020.

#### **About Evans Bancorp, Inc.**

Evans Bancorp, Inc. is a financial holding company and the parent company of Evans Bank, N.A., a commercial bank with \$1.5 billion in assets and \$1.3 billion in deposits at March 31, 2020. Evans is a full-service community bank, with 15 financial centers providing comprehensive financial services to consumer, business and municipal customers throughout Western New York. Evans Insurance Agency, a wholly owned subsidiary, provides life insurance, employee benefits, and property and casualty insurance through ten offices in the Western New York region. Evans Investment Services provides non-deposit investment products, such as annuities and mutual funds.

Evans Bancorp, Inc. and Evans Bank routinely post news and other important information on their websites, at [www.evansbancorp.com](http://www.evansbancorp.com) and [www.evansbank.com](http://www.evansbank.com).

#### **Forward-Looking Statements**

This news release may contain certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended, that involve substantial risks and uncertainties. When used in this news release, or in the

documents incorporated by reference herein, the words “will,” “anticipate,” “believe,” “estimate,” “expect,” “intend,” “may,” “plan,” “seek,” “look to,” “goal,” “target” and similar expressions identify such forward-looking statements. These forward-looking statements include, without limitation, statements relating to the impact Evans expect the proposed merger (the “Proposed Transaction”) to have on the combined entities operations, financial condition, and financial results, and Evans’ expectations about its ability to successfully integrate the acquired business and the amount of cost savings and other benefits Evans expects to realize as a result of the Proposed Transaction. These forward-looking statements are based largely on the expectations of Evans’ management and are subject to a number of risks and uncertainties, including, but not limited to, the risk that the businesses of Evans and FSB will not be integrated successfully, the possibility that the cost savings and any synergies or other anticipated benefits from the Proposed Transaction may not be fully realized or may take longer to realize than expected, the effect of the COVID-19 pandemic on the businesses of Evans and FSB, disruption from the Proposed Transaction making it more difficult to maintain relationships with employees, customers or other parties with whom Evans has business relationships, diversion of management time on merger-related issues, risks relating to the potential dilutive effect of the shares of Evans common stock to be issued in the Proposed Transaction, the reaction to the Proposed Transaction of the companies’ customers, employees and counterparties and other factors, many of which are beyond the control of Evans. We refer you to the additional risk factors that could cause results to differ materially from those described above contained in the Annual Report on Form 10-K filed by Evans for the year ended December 31, 2019, the Annual Report on Form 10-K filed by FSB for the year ended December 31, 2019 and any updates to those risk factors set forth in Evans’ and FSB’s Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other filings, which have been filed by Evans and FSB with the Securities and Exchange Commission (the “SEC”) and are available on the SEC’s website at [www.sec.gov](http://www.sec.gov). Because of these and other uncertainties, actual results, performance or achievements could differ materially from those contemplated, expressed or implied by the forward-looking statements contained herein. All forward-looking statements, expressed or implied, included herein are expressly qualified in their entirety by the cautionary statements contained or referred to herein. We caution readers not to place undue reliance on any such forward-looking statements, which speak only as of the date on which they are made. Evans does not undertake any obligation, and specifically declines any obligation, to publicly update or revise forward-looking information, whether as a result of new, updated information, future events or otherwise, except to the extent required by law.

**For more information contact:**

John B. Connerton  
Executive Vice President and Chief Financial Officer  
(716) 926-2000  
[jconnerton@evansbank.com](mailto:jconnerton@evansbank.com)

**-OR-**

Deborah K. Pawlowski  
Kei Advisors LLC  
(716) 843-3908  
[dpawlowski@keiadvisors.com](mailto:dpawlowski@keiadvisors.com)

***Media Contact:***

Kathleen Rizzo Young  
Public & Community Relations Manager  
716-343-5562  
[krizzoyoung@evansbank.com](mailto:krizzoyoung@evansbank.com)

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